

Description: Description: This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, in conjunction with Far Part 13 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. The commercial items procedures of FAR Part 12 will be used. Solicitation# 36C25619Q0621. This solicitation is issued as request for quote (RFQ).

Solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2019-01 (effective 01/22/19)

NAICS code is 811219, size standard is \$20.5 MILLION.

Place of Performance: Michael E. DeBakey VA Medical Center, 2002 Holcombe BLVD. 77030

Anticipated Performance Period: May 1, 2019 to April 30, 2020 plus four 12 Month Option periods at the discretion of the government to exercise.

All questions pertaining to this solicitation shall be submitted by 9:00am CST April 19, 2019. Send all questions electronically to anthony.marion2@va.gov.

Only electronic offers will be accepted. Offers shall be submitted to Anthony.marion2@va.gov NO LATER THAN April 26, 2019 by 9:00 AM CST.

POC: Anthony Marion, Contracting Officer Phone: 713-794-7408
Email: anthony.marion2@va.gov

SECTION A

A.1 APPLICABLE Provisions and Clauses

The provision at 52.212-1 Introduction to Offerors – Commercial, applies to this acquisition.

The provision at 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999) applies to this acquisition.

All offers shall include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications –Commercial Items.

The clause at 52.212-4, Contract Terms and Conditions – Commercial Items, applies to this acquisition and a statement. The addendum to FAR 52.212-4 also applies to this acquisition.

The clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items, applies to this acquisition and all additional FAR clauses cited in the clause are applicable to the acquisition.

Addendum to FAR 52.212-4 Show FAR clauses followed by VAAR clauses in numeric order.

Solicitation contains a list of all clauses incorporated by reference in numeric order under 52.252-2 (see below), starting first with FAR and followed by VAAR.

SECTION B

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 36C256

Department of Veterans Affairs
Network Contracting Office 16
Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston TX 77030 4298

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

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

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☒
b. Semi-Annually ☐
c. Other ☐

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.2 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SN 328 Leica CM1860UV Configuration Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4	QR		
0002	SN 639 Leica CM1860UV Configuration Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4	QR		
0003	SN 602 Leica CM1860UV Configuration Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4	QR		
0004	SN 330 Leica CM1860UV Configuration Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4	QR		
0005	SN 0265256B Peloris II# Dual Retort TissueProcessor Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020 LOCAL STOCK NUMBER: 15408.00	4	QR		
0006	SN 341 Leica CM1860 UV Configuration Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4	QR		
0007	SN 10010 EG1150C 120V 60Hz Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4	QR		
0008	SN 9967 EG1150H Contract Period: Base POP Begin: 05-01-2019	4	QR		

POP End: 04-30-2020			
0009	SN 5627 Leica IPC Config.1 - USA Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4 QR	_____
0010	SN 5155 Leica IP S Config.1 - USA Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4 QR	_____
0011	SN 2024 Leica IP S Config.1 - USA Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4 QR	_____
0012	SN 0265750B Peloris II# Dual Retort TissueProcessor Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4 QR	_____
0013	SN 0237 Leica IP S Config.1 - USA Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4 QR	_____
0014	SN 0236 Leica IP S Config.1 - USA Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4 QR	_____
0015	SN 3499 Leica IP S Config.1 - USA Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4 QR	_____
0016	SN 0234 Leica IP S Config.1 - USA Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4 QR	_____
0017	SN 2910 Leica IP S Config.1 - USA Contract Period: Base	4 QR	_____

	POP Begin: 05-01-2019 POP End: 04-30-2020			
0018	SN 3498 Leica IP S Config.1 - USA Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4	QR	_____
0019	SN 0235 Leica IP S Config.1 - USA Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4	QR	_____
0020	SN 2909 Leica IP S Config.1 - USA Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	4	QR	_____
0021	SN 082008 Leica 1850UV Config. US Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020			_____
0022	Emergency Repairs/Unscheduled Services, Software Upgrade and Parts not cover under contract. Not to Exceed \$3,000. Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020	1	LT	_____
0023	Total for Base Year Contract Period: Base POP Begin: 05-01-2019 POP End: 04-30-2020			_____ _____
1001	SN 328 Leica CM1860UV Configuration Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021	4	QR	_____
1002	SN 639 Leica CM1860UV Configuration Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021	4	QR	_____

1003	4 QR	_____	_____
SN 602 Leica CM1860UV Configuration Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1004	4 QR	_____	_____
SN 330 Leica CM1860UV Configuration Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1005	4 QR	_____	_____
SN 0265256B Peloris II# Dual Retort TissueProcessor Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021 LOCAL STOCK NUMBER: 15408.00			
1006	4 QR	_____	_____
SN 341 Leica CM1860 UV Configuration Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1007	4 QR	_____	_____
SN 10010 EG1150C 120V 60Hz Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1008	4 QR	_____	_____
SN 9967 EG1150H Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1009	4 QR	_____	_____
SN 5627 Leica IPC Config.1 - USA Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1010	4 QR	_____	_____
SN 5155 Leica IP S Config.1 - USA Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1011	4 QR	_____	_____
SN 2024 Leica IP S Config.1 - USA Contract Period: Option 1 POP Begin: 05-01-2020			

POP End: 04-30-2021			
1012	4 QR	_____	_____
SN 0265750B Peloris II# Dual Retort TissueProcessor Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1013	4 QR	_____	_____
SN 0237 Leica IP S Config.1 - USA Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1014	4 QR	_____	_____
SN 0236 Leica IP S Config.1 - USA Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1015	4 QR	_____	_____
SN 3499 Leica IP S Config.1 - USA Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1016	4 QR	_____	_____
SN 0234 Leica IP S Config.1 - USA Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1017	4 QR	_____	_____
SN 2910 Leica IP S Config.1 - USA Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1018	4 QR	_____	_____
SN 3498 Leica IP S Config.1 - USA Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1019	4 QR	_____	_____
SN 0235 Leica IP S Config.1 - USA Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021			
1020	4 QR	_____	_____
SN 2909 Leica IP S Config.1 - USA Contract Period: Option 1			

POP Begin: 05-01-2020 POP End: 04-30-2021			
1021	SN 082008 Leica 1850UV Config. US Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021		
1022	Emergency Repairs/Unscheduled Services, Software Upgrade and Parts not cover under contract. Not to Exceed \$3,000. Total for Option Year 1 Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021	1 LT	
1023	Total for Option Year 1 Contract Period: Option 1 POP Begin: 05-01-2020 POP End: 04-30-2021		
2001	SN 328 Leica CM1860UV Configuration Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	4 QR	
2002	SN 639 Leica CM1860UV Configuration Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	4 QR	
2003	SN 602 Leica CM1860UV Configuration Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	4 QR	
2004	SN 330 Leica CM1860UV Configuration Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	4 QR	
2005		4 QR	

	SN 0265256B Peloris II# Dual Retort TissueProcessor Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022 LOCAL STOCK NUMBER: 15408.00		
2006	4 QR SN 341 Leica CM1860 UV Configuration Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	_____	_____
2007	4 QR SN 10010 EG1150C 120V 60Hz Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	_____	_____
2008	4 QR SN 9967 EG1150H Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	_____	_____
2009	4 QR SN 5627 Leica IPC Config.1 - USA Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	_____	_____
2010	4 QR SN 5155 Leica IP S Config.1 - USA Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	_____	_____
2011	4 QR SN 2024 Leica IP S Config.1 - USA Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	_____	_____
2012	4 QR SN 0265750B Peloris II# Dual Retort TissueProcessor Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	_____	_____
2013	4 QR SN 0237 Leica IP S Config.1 - USA Contract Period: Option 2 POP Begin: 05-01-2021	_____	_____

POP End: 04-30-2022			
2014	SN 0236 Leica IP S Config.1 - USA Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	4 QR	_____
2015	SN 3499 Leica IP S Config.1 - USA Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	4 QR	_____
2016	SN 0234 Leica IP S Config.1 - USA Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	4 QR	_____
2017	SN 2910 Leica IP S Config.1 - USA Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	4 QR	_____
2018	SN 3498 Leica IP S Config.1 - USA Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	4 QR	_____
2019	SN 0235 Leica IP S Config.1 - USA Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	4 QR	_____
2020	SN 2909 Leica IP S Config.1 - USA Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	4 QR	_____
2021	SN 082008 Leica 1850UV Config. US Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022	4 QR	_____
2022	Emergency Repairs/Unscheduled Services, Software Upgrade and Parts not cover under contract. Not to Exceed \$3,000.	1 LT	_____

Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022			
2023	Total for Option Year 2 Contract Period: Option 2 POP Begin: 05-01-2021 POP End: 04-30-2022		
3001	4 QR	SN 328 Leica CM1860UV Configuration Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	
3002	4 QR	SN 639 Leica CM1860UV Configuration Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	
3003	4 QR	SN 602 Leica CM1860UV Configuration Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	
3004	4 QR	SN 330 Leica CM1860UV Configuration Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	
3005	4 QR	SN 0265256B Peloris II# Dual Retort TissueProcessor Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023 LOCAL STOCK NUMBER: 15408.00	
3006	4 QR	SN 341 Leica CM1860 UV Configuration Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	
3007	4 QR	SN 10010 EG1150C 120V 60Hz Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	

3008	SN 9967 EG1150H Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4	QR	_____	_____
3009	SN 5627 Leica IPC Config.1 - USA Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4	QR	_____	_____
3010	SN 5155 Leica IP S Config.1 - USA Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4	QR	_____	_____
3011	SN 2024 Leica IP S Config.1 - USA Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4	QR	_____	_____
3012	SN 0265750B Peloris II# Dual Retort TissueProcessor Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4	QR	_____	_____
3013	SN 0237 Leica IP S Config.1 - USA Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4	QR	_____	_____
3014	SN 0236 Leica IP S Config.1 - USA Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4	QR	_____	_____
3015	SN 3499 Leica IP S Config.1 - USA Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4	QR	_____	_____
3016	SN 0234 Leica IP S Config.1 - USA Contract Period: Option 3 POP Begin: 05-01-2022	4	QR	_____	_____

POP End: 04-30-2023			
3017	SN 2910 Leica IP S Config.1 - USA Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4 QR	_____
3018	SN 3498 Leica IP S Config.1 - USA Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4 QR	_____
3019	SN 0235 Leica IP S Config.1 - USA Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4 QR	_____
3020	SN 2909 Leica IP S Config.1 - USA Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4 QR	_____
3021	SN 082008 Leica 1850UV Config. US Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	4 QR	_____
3022	Emergency Repairs/Unscheduled Services, Software Upgrade and Parts not cover under contract. Not to Exceed \$3,000. Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023	1 LT	_____
3023	Total for Option Year 3 Contract Period: Option 3 POP Begin: 05-01-2022 POP End: 04-30-2023		_____
4001	SN 328 Leica CM1860UV Configuration Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4 QR	_____
4002		4 QR	_____

	SN 639 Leica CM1860UV Configuration Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024			
4003	SN 602 Leica CM1860UV Configuration Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4	QR	_____
4004	SN 330 Leica CM1860UV Configuration Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4	QR	_____
4005	SN 0265256B Peloris II# Dual Retort TissueProcessor Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024 LOCAL STOCK NUMBER: 15408.00	4	QR	_____
4006	SN 341 Leica CM1860 UV Configuration Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4	QR	_____
4007	SN 10010 EG1150C 120V 60Hz Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4	QR	_____
4008	SN 9967 EG1150H Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4	QR	_____
4009	SN 5627 Leica IPC Config.1 - USA Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4	QR	_____
4010	SN 5155 Leica IP S Config.1 - USA Contract Period: Option 4 POP Begin: 05-01-2023	4	QR	_____

POP End: 04-30-2024			
4011	SN 2024 Leica IP S Config.1 - USA Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4 QR	
4012	SN 0265750B Peloris II# Dual Retort TissueProcessor Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4 QR	
4013	SN 0237 Leica IP S Config.1 - USA Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4 QR	
4014	SN 0236 Leica IP S Config.1 - USA Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4 QR	
4015	SN 3499 Leica IP S Config.1 - USA Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4 QR	
4016	SN 0234 Leica IP S Config.1 - USA Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4 QR	
4017	SN 2910 Leica IP S Config.1 - USA Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4 QR	
4018	SN 3498 Leica IP S Config.1 - USA Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024	4 QR	
4019	SN 0235 Leica IP S Config.1 - USA Contract Period: Option 4	4 QR	

POP Begin: 05-01-2023 POP End: 04-30-2024			
4020	4 QR	_____	_____
SN 2909 Leica IP S Config.1 - USA Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024			
4021	4 QR	_____	_____
SN 082008 Leica 1850UV Config. US Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024			
4022	1 LT	_____	_____
Emergency Repairs/Unscheduled Services, Software Upgrade and Parts not cover under contract. Not to Exceed \$3,000. Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024			
4023			_____
Total for Option Year 4 Contract Period: Option 4 POP Begin: 05-01-2023 POP End: 04-30-2024			
		GRAND TOTAL	_____

i. Prior to exercising any option shall the Contracting Officer will ensure that it is still in the governments best interest, with price and other factors considered.

ii. Any extension, in accordance with FAR 52.217-8, shall utilize option 4 pricing.

Thus, the offeror's total price for the purpose of evaluation will include the base period, 1st option, 2nd option, 3rd option, 4th option, and ½ of the 4th option. As indicated in FAR 52.217-8 the government will have the option provision to extend the performance of the contract up to an additional 6 months when the contractor is provided written notice. Thus, providing separate pricing for the optional six-month extension period is not required

B.3 STATEMENT OF WORK

STATEMENT OF WORK

Leica Equipment

1. GENERAL REQUIREMENT: Michael E. Debakey Medical Center is requesting for a contractor to provide preventative maintenance and service on the Leica equipment at the Michael E. Debakey Medical Center located at 2002 Holcombe Blvd, Houston, TX 77030. The

Contractor shall furnish all labor, travel, materials, parts, equipment, tools to service and perform yearly preventative maintenance on the government Leica equipment. The Contractor shall provide 24/7 technical support via phone, email and web. In the event the Contractor shall replace any part, the part shall be replaced with certified Original Equipment Manufacturer (OEM) replacement parts. The full clinic listing of the equipment can be found at the beginning of the document in Section 3 Equipment Identification and Coverage.

2. DEFINITIONS/ACRONYMS:

- A. Biomedical Engineer(ing) - Supervisor or designee.
- B. CO - Contracting Officer
- C. COR - Contracting Officer's Technical Representative
- D. PM - Preventive Maintenance Inspection. Services which are periodic in nature and are required to maintain the equipment in such condition that it may be operated in accordance with its intended design and functional capacity with minimal incidence of malfunction or inoperative conditions.
- E. FSE - Field Service Engineer. A person who is authorized by the contractor to perform maintenance (corrective and/or preventive) services on the VAMC premises.
- F. ESR - Vendor Engineering Service Report. A documentation of the services rendered for each incidence of work performance under the terms and conditions of the contract.
- G. Acceptance Signature - VA employee who is authorized to sign-off on the ESR which indicates that the PM has been concluded or is still pending completion, or that the Emergency Repair has been accomplished or is still in a pending status.
- H. Authorization Signature - COR's signature; indicates COR accepts work status as stated in ESR.
- I. NFPA - National Fire Protection Association.
- J. CDRH - Center for Devices and Radiological Health.
- K. VAMC - Department of Veterans Affairs Medical Center
- L. VAH - Department of Veterans Affairs Hospital

3. EQUIPMENT IDENTIFICATION AND COVERAGE:

S/N	Description
328/04.2013	Leica CM1860 UV Configuration US
639/10.2013	Leica CM1860 UV Configuration US
602/09.2013	Leica CM1860 UV Configuration US

330/04.2013	Leica CM1860 UV Configuration US
0265256B	Peloris II# Dual Retort TissueProcessor
0341/04.2013	Leica CM1860 UV Configuration US
10010/10.2013	EG1150C 120V 60Hz
9967/10.2013	EG1150H
5627	Leica IPC Config.1 - USA
5155	Leica IP S Config.1 - USA
2024/10.2010	Leica IP S Config.1 - USA
0265750B	Peloris II# Dual Retort TissueProcessor
0237/10.2004	Leica RM2245 - config. 1
0236/10.2004	Leica RM2245 - config. 1
3499/10.2012	Leica RM2245 - Configuration 1
0234/10.2004	Leica RM2245 - config. 1
2910/08.2012	Leica RM2245 - Configuration 1
3498/10.2013	Leica RM2245 - Configuration 1
0235/10.2004	Leica RM2245 - config. 1
2909/08.2012	Leica RM2245 - Configuration 1
082008	Leica CM1850UV Config. US

4.CONFORMANCE STANDARDS: - Contract service shall ensure that the equipment functions in conformance with the latest published edition of NFPA-99, UL, OSHA, VA, and CDRH.

The contractor shall supply certification of tuberculosis testing completion prior to commencing any work located on the MEDVAMC campus.

5. HOURS OF COVERAGE:

- A. Normal hours of coverage are Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding holidays. All service/repairs will be performed during normal hours of coverage unless requested or approved by COR or his designee.
- B. Preventive maintenance shall be performed at least yearly or to the OEM's standards, whichever is more frequent.

- C. Hardware/software update/upgrade installations shall be scheduled and performed outside normal hours of coverage at no additional charge to the Government (unless it would be detrimental to equipment up-time; to be determined by the COR). Contractor provides software/hardware upgrade/update.
- D. Federal Holidays observed by the VAMC are:
 - New Years' Day
 - Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Christmas Day
 - “or any other day declared by the President of the United States to be a Federal holiday”

6. UNSCHEDULED MAINTENANCE (Emergency Repair Service):

- A. Contractor shall maintain the equipment in accordance with the manufacturer's specifications. The Contractor will provide repair service which may consist of calibration, cleaning, oiling, adjusting, replacing parts, and maintaining the equipment, including all intervening calls necessary between regular services and calibrations. All required parts shall be furnished.
- B. The CO or COR has the authority to approve/request a service call from the Contractor.
- C. Response Time: - Contractor's FSE shall respond with a phone call to the COR or his/her designee within two (2) hours after receipt of telephoned notification twenty-four (24) hours per day. If the problem cannot be corrected by phone, the FSE will commence work (on-site physical response) within forty-eight (48) hours after receipt of this second notification and will proceed progressively to completion without undue delay.

7. SCHEDULED MAINTENANCE:

- A. The Contractor shall perform PM service to ensure that equipment listed in the schedule performs in accordance with Section 3, Conformance Standards. (An outline of the PM procedures and schedule shall be provided to the COR). The PM shall be performed in accordance against the latest OEM standards. The

Contractor shall provide and utilize procedures and checklists with worksheet originals indicating work performed and actual values obtained (as applicable). This documentation shall be provided to the COR at the completion of the PM. The contractor shall provide written description of Preventive Maintenance Inspections (PMI). This description shall include an itemized list of the procedures performed, including electrical safety. PM services shall include, but need not be limited to, the following:

- 1) Cleaning of equipment.
- 2) Reviewing operating system software diagnostics to ensure that the system is operating in accordance with Section 3, Conformance Standards or the manufacturer's specifications.
- 3) Calibrating and lubricating the equipment.
- 4) Performing remedial maintenance of non-emergent nature.
- 5) Testing and replacing faulty and worn parts and/or parts likely to become faulty, fail or become worn.
- 6) Inspecting and replacing where indicated, electrical wiring and cables for wear and fraying.
- 7) Inspecting, and replacing where indicated, all mechanical components which may include, but is not limited to: X-ray tube mounting hardware, patient restraints and support devices, cables and mounting hardware, chains, belts, bearings and tracks, interlocks, clutches, motors, keyboards, and patient couches for mechanical integrity, safety, and performance.
- 8) Returning the equipment to the operating condition defined in Section 3, Conformance Standards.
- 9) Providing documentation of services performed.
- 10) Inspecting and calibrating the hard copy image device.

B. PM services shall be performed in accordance with, and during the hours defined in, Section 4, the preventive maintenance schedule established herein. All exceptions to the PM schedule shall be arranged and approved in advance with the COR.

C. Any charges for parts, services, manuals, tools, or software required to successfully complete scheduled PM are included within this contract, and its agreed upon price, unless specifically stated in writing otherwise.

8. **PARTS & TRAVEL:** - The Contractor shall furnish and replace parts in accordance with the manufacturer's specifications. The Contractor has ready access to all parts, including unique and/or high mortality replacement parts. All parts supplied shall be compatible with existing equipment. The contract shall include all parts [except -if applicable - those parts specifically listed as being EXCLUDED]. The contractor shall use new original equipment manufacturer (OEM) parts. All parts shall be of current manufacture and have complete versatility with the presently installed equipment. All

parts shall perform identically to the original equipment specifications. Rebuilt parts, used parts or those removed from other equipment, shall not be installed without specific approval by the CO or the COR. (The Contractor shall also list any excluded parts under the service contract).

Travel for any and all service and preventative maintenance covered within this contract shall be covered by the contractor and shall not be reimbursed by the CO, VAMC, COR or any of its and/or their associates, employees or descendants under any conditions or circumstances.

9. **SERVICE MANUALS/TOOLS/EQUIPMENT:** - The VAMC shall not provide tools, (test) equipment, service manuals or service diagnostic software to the contractor. The contractor shall obtain, have on file, and make available to its FSE's 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 CO upon request.
10. **DOCUMENTATION/REPORTS:** - The documentation shall include detailed descriptions of the scheduled and unscheduled maintenance (i.e., Emergency repairs) procedures performed, including replaced parts and prices (for outside normal working hour services) required to maintain the equipment in accordance with Section 3, Conformance Standards or the manufacturer's specifications. Such documentation shall meet the guidelines as set forth in the Conformance Standards section. The ESR will consist of a separate PM report for the item(s) covered under the "specific" contract. Grouping different equipment from different contracts on "one" ESR is prohibited. In addition, each ESR shall, at a minimum, document the following data legibly and in complete detail:
 - A. Name of contractor and contract number.
 - B. Name of FSE who performed services.
 - C. Contractor service ESR number/log number.
 - D. Date, time (starting and ending), equipment downtime and hours on-site for service call.
 - E. VA purchase order numbers covering the call if outside normal working hours.
 - F. Description of problem reported by COR.
 - G. Identification of equipment to be serviced:
 - 1) Inventory ID number,
 - 2) Manufacturer's name,
 - 3) Device name,
 - 4) Model number,
 - 5) Serial number,

- 6) Any other manufacturer's identification numbers.
- H. Itemized Description of Service Performed (including, if applicable, Costs associated with after normal working hour services) including:
 - 1) Labor and Travel,
 - 2) Parts (with part numbers),
 - 3) Materials and Circuit Location of problem/corrective action.
- I. Total Cost to be billed (if applicable - i.e., part(s) not covered or service rendered after normal hours of coverage).
- J. Signatures:
 - 1) FSE performing services described.
 - 2) Authorized VA Employee who witnessed service described.

NOTE: - Any additional charges claimed shall be approved by the COR before service is completed!

- 11. REPORTING REQUIREMENTS:** - The Contractor shall be required to report to Biomedical Engineering to log in. This check in is mandatory. When the service is completed, the FSE shall document services rendered on a legible ESR(s). The FSE shall be required to log out with Biomedical Engineering and submit the ESR(s) to the COR. ALL ESRs shall be submitted to the equipment user for an "acceptance signature" and to the COR for an "authorization signature". If the COR is unavailable, a signed, authorized copy of the ESR will be sent to the Contractor after the work can be reviewed (if requested or noted on the ESR).

VA Biomedical Contact Persons: Devang Patel, Rikesh George, Gary Benson and Jason Graham

Location (Building/Room Number): BA-200

Telephone Number & Extension(s): 713-794-7271/7270

Contractor - Provide telephone number(s) to call for your Service Department: _____

Provide name(s) of authorized contact person(s): _____

12. LIQUIDATED DAMAGES:

- A. Contractor shall be liable to the Government for losses of production due to significant equipment downtime. Significant equipment downtime is that which exceeds twenty-four (24) hours/month. Records regarding downtime will be kept by the COR and the maintenance contractor.

- B. Equipment downtime is calculated only from those normal hours of coverage (see Hours of Coverage Section) that the scheduled equipment is not fully operational. Downtime will begin when the Contractor is required to be on site (see Unscheduled Maintenance Section response time definition) after notification by the CO, COR or designated alternate. Downtime will accumulate until the scheduled equipment is returned to full and usual operation and accepted as such by the CO, COR or designated alternate. This does not include scheduled maintenance for PM purposes or when waiting for VA furnished tubes. Refusal of access to the equipment indicates that the unit is up and running and this time will not be considered when determining downtime. Refusal of access to the equipment voids the service call.
- C. If downtime exceeds thirty-three (33) consecutive hours, the CO may exercise the option to hire an alternate source to resolve the problem. The decision to exercise this alternative will reside exclusively with the CO. All fees generated by the alternate Contractor(s) will be handled in accordance with Default clause.
- D. Monies will be subtracted from the contract if the Contractor fails to meet the up-time requirements using the following formula:

<u>MONTHLY</u>	<u>MONTHS</u>
<u>DOWNTIME</u>	
<u>23 - 24 hours/month</u>	0%
<u>25 - 26 hours/month</u>	20%
<u>27 - 28 hours/month</u>	40%
<u>29 - 30 hours/month</u>	60%
<u>31 - 32 hours/month</u>	80%
<u>33 or more hours/month</u>	100%

These will be computed for the monthly dollar totals.

13. **PAYMENT:** - Invoices will be paid in arrears on a quarterly basis. Invoices, SHALL INCLUDE, at a minimum, the following information: Contract No., Purchase Order No., Item(s) covered (to include serial #'s) by the PMI and covered period of service. Each invoice shall be provided in triplicate.
14. **ADDITIONAL CHARGES:** - There will be no additional charge for time spent at the site (during, or after the normal hours of coverage) awaiting the arrival of additional FSE and/or delivery of parts.
15. **REPORTING REQUIRED SERVICES BEYOND THE CONTRACT SCOPE:** - The Contractor shall immediately, but no later than 24 (twenty-four) consecutive hours after discovery, notify the CO and 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 CO and COR with a written estimate of the cost to make necessary repairs.

- 16. CONDITION OF EQUIPMENT: -** The Contractor accepts responsibility for the equipment in "as is" condition. Failure to inspect the equipment prior to contract award will not relieve the Contractor from performance of the requirements of this contract.

Contractor guarantees all equipment covered in this contract shall be in optimum working condition at the contract expiration date provided that the Contractor is notified of any deficiencies at least one (1) day before the contract expiration date. Any changes, updates or retrofits made on any component or system shall be reported to the COR for annotation on station equipment manuals and records. For any service call made during normal working hours, the Contractor's repairman shall report their arrival and departure to the COR.

Contractor shall include, at no extra charge, any engineering and software update necessary for continued optimum operation of the equipment listed in this contract.

- 17. REMOVAL OF EQUIPMENT: -** Should a piece of equipment require repair at the Contractor's plant, the Contractor shall coordinate with the COR the removal of equipment. Government property cannot be removed from the station without a signed Property Pass. This Property Pass may be obtained from Acquisition & Material Management Service, Personal Property Section, 4A-320 after removal is authorized by the COR. The Contractor may not remove equipment from Government site for minor repairs only. The Contractor shall be responsible for damage or loss of equipment while in the Contractor's charge.

18. COMPETENCY OF PERSONNEL SERVICING EQUIPMENT:

- A. Each respondent shall have an established business, with an office and full-time staff. The staff includes a "fully qualified" FSE and a "fully qualified" FSE who shall serve as the backup.
- B. "Fully Qualified" is based upon training and on experience in the field. For training, the FSE(s) has successfully completed a formalized training program, for the equipment. For field experience, the FSE(s) has a minimum of two years of experience (except for equipment newly on the market) with respect to scheduled and unscheduled preventive and remedial maintenance, on Leica equipment.
- C. The FSEs shall be authorized by the Contractor to perform the maintenance services. All work shall be performed by "Fully Qualified" competent FSEs. The Contractor shall provide written assurance of the competency of their personnel and a list of credentials of approved FSEs for each make and model the Contractor services at the VAMC. The CO may authenticate the training requirements, request training certificates or credentials from the Contractor at any time for any personnel who are servicing or installing any VAMC equipment. The CO and/or COR specifically reserve the right to reject any of the Contractor's personnel and refuse them permission to work on the VAMC equipment.
- D. If subcontractor(s) are used, they shall be approved by the CO; the Contractor shall submit any proposed change in subcontractor(s) to the CO for approval/disapproval.

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

20. IDENTIFICATION, PARKING, SMOKING, AND VA REGULATIONS: - The Contractor's FSEs shall wear visible identification at all times while on the premises of the VAMC. It is the responsibility of the Contractor to park in the appropriate designated parking areas. Information on parking is available from the VA Police Section. The VAMC will not invalidate or make reimbursement for parking violations of the Contractor under any conditions. Smoking is prohibited inside any buildings at the VAMC and is only permitted in specified smoking areas on the VA medical center campus. 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.

NOTE: - Enter unique or unusual conditions [modify to suit your specific situation(s)] if the above clause is not entirely applicable.

21. SAFETY REQUIREMENTS: - In the performance of this contract, the Contractor shall take such safety precautions as the Contracting Officer, or his/her designee, may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Contractor shall have one supervisory employee, who will disseminate requirements to those who work at our facility, report to the Safety Manager's office for a one- (1) time training class before working on-site. The Contracting Officer or his/her designee will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his representative at the site of work, shall be deemed sufficient for the purpose aforesaid. If the Contractor fails or refuses to comply promptly with such notice, the contracting Officer may issue an order stopping all or any part of the work and hold the Contractor in default.

22. INSURANCE:

- A. Worker compensation and employer's liability: - Contractors are required to comply with applicable Federal and State Worker Compensation and occupational disease statutes.
- B. General Liability: - Contractors are required to have Bodily Injury Liability Insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- C. Property Damage Liability: - Contractors are required to have Property Damage Liability insurance coverage of at least \$500,000.

The Vendor will need to access VA systems in order to perform software upgrades, preventative maintenance and maintenance repairs.

23. GOVERNMENT PARTY TO EXECUTE AND MODIFY THE CONTRACT: -

After the contract has been in force for a period of time, it may be necessary to change and/or modify the operations to provide better service. Pursuant to FAR 43.102, no government personnel other than the Contracting Officer can execute contract modifications on behalf of the government.

24. END OF SERVICE PERIOD: - No service shall be performed under this agreement after the contract expiration date without written authority or direction from the Contracting Officer.**25. MOBILE MEDIA SCANNING:**

The Contractor shall identify if removable media (i.e. USB or DVD/CD Device) is required to perform his/her duties. Personally-owned USB thumb drive utilization is prohibited. Non-VA support personnel shall furnish their own FIPS140-2 certified USB thumb drives, and only with the permission of a designated VA supervisor. All USB drives shall be scanned with an antivirus program running current virus definitions by the local VA staff, prior to connection to any VA device. COR or designee will ensure the removable media is scanned with anti-virus software running current virus definitions prior to connection to any medical device system. The computer system for scanning removable media is located in the biomedical engineering shop, Building 100, Room BA200.

26. PRIVACY/SECURITY:

The contractor will not have electronic connectivity to the devices. The Vendor will only have access to patient databases and PHI when physically troubleshooting image quality and other specific imaging related maintenance.

Any electronic or magnetic data storage devices such as hard drives, etc. shall be turned into the ISO. Electronic or magnetic data storage devices are not to be removed from VA property.

28. Gray Market Prevention Language

(a) Gray market items are Original Equipment Manufacturer's (OEM) goods sold through unauthorized channels in direct competition with authorized distributors. This procurement is for new OEM medical supplies, medical equipment and/or **services contracts for maintenance of medical equipment (i.e. replacement parts)** for VA Medical Centers. No remanufactures or gray market items will be acceptable.

(b) Vendor shall be an OEM, authorized dealer, authorized distributor or authorized reseller for the proposed medical supplies, medical equipment and/or **services contracts for maintenance of medical equipment (i.e. replacement parts)**, verified by an authorization letter or **other documents from the OEM**, such that the OEM's warranty and service are provided and maintained by the OEM. All software licensing, warranty and service associated with the medical supplies, medical equipment and/or services

contracts for maintenance of medical equipment shall be in accordance with the OEM terms and conditions.

(c) 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.

B.4 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the

contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet

Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/ subcontractor is to perform;

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

(2) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than one days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within one days.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

N/A

6. SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of 37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

9. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

(End of Clause)

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	OCT 2018
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	JAN 2019
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

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.

(End of Clause)

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of Clause)

C.4 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: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 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.5 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.6 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.7 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 . 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Wage Determination No.: 2015-5233

Revision No.: 11

Date Of Revision: 12/26/2018

SECTION E - SOLICITATION PROVISIONS

E.1 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/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT ALTERNATE I (OCT 2018)	OCT 2018
52.216-1	TYPE OF CONTRACT	APR 1984
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	OCT 2018

E.2 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2008)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the offeror's performance of work under the contract may provide the contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the contracting officer, the contracting officer may determine that an organizational conflict of interest exists which would warrant disqualifying the contractor for award of the contract unless the organizational conflict of interest

can be mitigated to the contracting officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the contracting officer finds that it is in the best interest of the United States to award the contract, the contracting officer shall request a waiver in accordance with FAR 9.503 and 48 CFR 809.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer, or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

E.3 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 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.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

- Factor 1 TECHNICAL
- Factor 2 PAST PERFORMANCE
- Factor 3 PRICE

Technical and past performance, when combined, are approximately equal to price.

Factor 1 TECHNICAL

SUB FACTOR 1 - RELEVANT EXPERIENCE

(1) Contractor shall utilize the attached Relevant Experience Form. Contractor shall document Relevant Experience demonstrating capabilities in accordance with Statement of Work (SOW).

(2) Company shall have provided these types of services to either a Government or Commercial entity documenting Relevant Experience. At a minimum, your narrative shall include the following:

(i) Organizations relevant experience in providing the services at similar size and complexity as the Michael E. DeBakey VA Medical Center or commercial entity.

(ii) Organizations size, experience in the field, and resources available to enable the Contractor to fulfill requirements of the size anticipated under any resultant contract;

(iii) Brief history of the organizations activities contributing to the development of expertise and capabilities related to this requirement.

(iv) Information that demonstrates the contractor organizational and accounting controls and manpower presently in-house or the ability to acquire the type and kinds of personnel proposed to become in-house staff.

No substitution for Relevant Experience will be considered.

SUB FACTOR -2. Technical - The Contractor shall demonstrate the following, relevant to the subject procurement.

(A) Contractor shall submit with technical quote a plan describing their proposed capability and methods to manage the performance of all work and requirements in Statement of Work. The plan shall be organized, specific and complete in detail, realistic, and provide a straightforward delineation of the proposed method to provide all labor, tools, repairs, material, parts, equipment, supervision, software to include upgrades, license, certification, transportation, management, and personnel required to perform preventive maintenance on government equipment Leica

Contractor shall submit with Technical Quote a copy of company Liability Insurance.

Contractor shall submit resources and documentation necessary that together demonstrate an adequate technical quote that will satisfy the government requirements.

(B). Contractor shall submit a copy of his or her quality control plan concurrently with technical quote in adherence with Statement of Work requirements. Offeror shall provide a synopsis of offeror's overall approach to quality control/quality improvement and provide information on proposed quality improvement plan.

SUB FACTOR -3. Personnel

(A) Contractor shall submit with technical quote the personnel and duties that shall meet all the requirements per the SOW. Contractor shall submit with technical quote names and resumes of employees or prospective employees who are known to the Contractor that are anticipated to fulfill the services of this Statement of Work.

Names, resumes, licenses and OEM certifications of employees and prospective employees shall be submitted as part of the vendor's technical quote.

Prospective employees may provide letter of commitments in writing and provide copies of any licenses or certifications.

Factor 2 PAST PERFORMANCE

(A). Past Performance will be evaluated for responsibility purpose. Contractor's demonstrating past performance of work of a similar nature and relevance to this procurement within the past three years. Contractor shall utilize the attached Past Performance Questionnaire. Contact persons provided for project submitted under Factor #1 Relevant Experience above may be contacted by the government. The Contractor's past performance on similar contracts.

(B). Past Performance: The Contractor shall send out the attached past performance questionnaire to each of their references listed under Factor #1 - Relevant Experience above. The Government will evaluate the quality and extent of Contractor's performance deemed relevant to the requirements of this solicitation. The references shall return the past performance questionnaire directly to the Government Contract Specialist listed on the past performance questionnaire via email. The government will use information submitted by the Contractor's and other sources such as other Federal government offices and commercial sources to assess performance.

(C). Contractor's should follow-up and encourage references to return the questionnaires to the Contracting Officer in a timely manner.

The government will review available past performance data in PPIRS. However, the government reserves the right to obtain past performance information from any available sources and may contact customer other than those identified by the offer when evaluating past performance.

Note: Contractor's with no relevant past performance history will not be evaluated favorably or unfavorably on past performance.

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

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

(End of Provision)

E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed

through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

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

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or

more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone

employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

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

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

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

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

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

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

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

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

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

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

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

the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin

[List as necessary]

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

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

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

Line Item No. Country of Origin

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*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 SAM 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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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 (12.301(d)(1)).

(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)