



**SECTION B - CONTINUATION OF SF 1449 BLOCKS****CONTRACT ADMINISTRATION DATA**

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

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

a. CONTRACTOR: \_\_\_\_\_ (Contractor's Name)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (City-State-Zip)  
 \_\_\_\_\_ (Point of Contact/Title)

PHONE NUMBER \_\_\_\_\_  
 FAX NUMBER \_\_\_\_\_  
 E-MAIL ADDRESS \_\_\_\_\_  
 DUNS NUMBER NO. \_\_\_\_\_  
 CPARS POC: \_\_\_\_\_ (Point of Contact/Title)  
 PHONE NUMBER \_\_\_\_\_

b. GOVERNMENT: DARRYL MAHAFFY, CONTRACTING SPECIALIST  
 DEPARTMENT OF VETERANS AFFAIRS  
 GREAT LAKES ACQUISITION CENTER  
 115 S. 84TH ST., STE 100  
 MILWAUKEE WI 53214

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

☒ [X] 52.232-34, Payment by Electronic Funds Transfer -  
 Other than Central Contractor Registration, or

3. INVOICES: Invoices shall be submitted in arrears:

A. Other ☒ [X] Upon acceptance of line items

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs  
 Financial Services Center  
 PO Box 149971  
 Austin, TX 78714

**Vendor inquires: Toll Free Number 1-877-353-9791**

**Fax: 512-460-5540**

E-mail Address: [www.fsc.va.gov/fsc/vendors.htm](http://www.fsc.va.gov/fsc/vendors.htm)

**OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS, PARAGRAPH b, PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.**

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

AMENDMENT NO	DATE
_____	_____
_____	_____

Sealed offers for furnishing the supplies or services in the Schedule will be received ELECTRONICALLY TO [Darryl.Mahaffy@va.gov](mailto:Darryl.Mahaffy@va.gov) (PREFERRED), or at the address specified in Block 9, or if hand carried, TO (Darryl Mahaffy at the address specified in Block 9) until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: All offers are subject to all terms and conditions of this solicitation. Instructions for proposal submittal are further delineated in

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

**SITE VISIT:**

All vendors interested in submitting a proposal are strongly encouraged to attend a site visit. Failure to do so will in no way relieve the successful offeror from the necessity of furnishing any materials or performing any of the work that may be required in strict accordance with the true intent and meaning of the specifications without additional cost to the VA. All questions resulting from the site visit shall be submitted to the Contracting Specialist ELECTRONICALLY TO [Darryl.Mahaffy@va.gov](mailto:Darryl.Mahaffy@va.gov) (PREFERRED) or, in writing (to the address in block 9) no later than 12:00PM CST, November 29, 2012.

SITE VISITS WILL BE SCHEDULED BY APPOINTMENT ONLY – Available site visits will be conducted during the weeks of November 13, 2012 and November 26, 2012 to encompass all laboratory sites (if necessary).

Appointment requests shall be submitted to the Contract Specialist electronically to [Darryl.Mahaffy@va.gov](mailto:Darryl.Mahaffy@va.gov) NO LATER THAN 12:00PM (CST), November 6, 2012. The request must indicate which laboratory site (facility specific) visit is requested and include vendor contact information for each member attending.

**SPECIAL NOTES:**

This is an unrestricted solicitation limited to responsible parties with the ability to 100% meet the requirements set forth.

This Request for Proposal (RFP) solicitation is issued under the authority of FAR Part 12 Acquisition of Commercial Items and FAR Part 15 Contracting by Negotiations. The procedures in Part 12 allow the Government to procure services and supplies resembling those in the commercial marketplace and streamline the procurement process.

Prospective contractors must furnish the information listed herein with their quotations to ensure they receive full consideration.

By signing the RFP the prospective contractor certifies it is offering only new equipment in their proposal.

**CONTRACT ADMINISTRATION:**

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitment or issue changes that will affect price, quantity or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred thereof.

**CONTRACTING OFFICER'S REPRESENTATIVE (COR):**

The designated VISN 12 level COR and facility level COR's will be determined at time of contract award.

The VA representative(s) of the Contracting Officer will be designated to represent the Contracting Officer in furnishing technical guidance and advice regarding the work being performed under this contract. The foregoing is not to be construed as authorization to interpret or furnish advice and information to the Contractor relative to the financial or legal aspects of the contract. Enforcement of these segments is vested in and is the responsibility of the Contracting Officer. A

COR delegation letter will be presented at time of award segregating and explaining the both the authority and duties of the COR and Contracting Officer.

**EVALUATION/BASIS OF AWARD:**

The evaluation will be conducted as a Lowest Price Technically Acceptable. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Prospective contractors must furnish the information listed herein with their quotations to ensure they receive full consideration.

Evaluation price of Contract Line Items (CLINS) will include all BASE PERIOD and OPTION YEAR CLINS (based on estimated quantities).

All Optional CLINS will be evaluated for price reasonableness and unbalanced pricing only.

**TYPE OF CONTRACT:** VA anticipates a single award of a Firm-Fixed Price, stand alone contract based on the contents of this solicitation. The contractor shall propose a fixed amount for CLINS and SUB-CLINS. This contract is subject to availability of VA funds.

**SECURITY & PRIVACY CONTROL:**

The Certification & Accreditation (C&A) requirements of VHA Handbook 6500.6 do not apply to this requirement; therefore, a Security Accreditation Package is not required. No C&A or MOU/ISA is required. Sensitive information exposure as part of this contract involves applicable security controls within the facility as part of the VA Information Security Program.

If there are any questions related to privacy, please have a member of your staff contact the VA Privacy Service at (202) 461-6309. If there are any questions related to the information security, please have a member of your staff contact the Office of Cyber Security at (304) 262-7733.

**Special Contract Security Requirements:** Due to the increased emphasis on privacy and information security, the following special contract requirements are established and hereby made part of the contract entered into with the Department of Veterans Affairs.

**Privacy Training:** Contractor and their sub-contractors assigned work under the contract are required to receive annual information security awareness training and patient privacy as established by HIPAA statutes. Training must meet VHA's and the Department of Health and Human Services Standards for Privacy of Individually-identifiable health information. Contractor shall provide documented proof to the contracting officer that all employees assigned work and/or having access to Protected Health Information have received annual training. Training can be obtained through <http://www.ees-learning.net/>

1. Rules of Behavior for Automated Information Systems: Contractor personnel having access to VA Information Systems are required to read and sign the National VA Rules of Behavior statement which outlines rules of behavior related to VA Automated Information Systems. The National VA Rules of Behavior is signed as a component of the annual Information Security Awareness training.
2. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

Failure to complete the mandatory annual training 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.

**Prohibition of Contract Performance Outside the U.S.:** The entire performance of the contract shall be within the borders of the United States of America, the District of Columbia and/or Puerto Rico. The Contractor shall not access any VA data/information (for example, by remote computer access) from locations that are outside the above-stated borders.

Furthermore, the Contractor shall not send, transfer, mail or otherwise transmit any VA data/information to locations outside the above-stated borders.

**In addition to the above, the vendor awarded a contract under this solicitation will be required to enter into a Business Associate Agreement with the Department of Veterans Affairs.**

**SUPPLIES OR SERVICES AND PRICES/COSTS:**

The Contractor shall provide all labor, materials, tools, equipment, and installation necessary to provide clinical laboratory chemistry and immunochemistry instrumentation systems and associated consumables for multiple facilities of the for the Jesse Veterans Integrated Service Network 12 (VISN 12). The equipment and testing methodology must perform various analytical tests and meet the performance characteristics for accuracy and precision as defined by the 1988 Clinical Laboratory Improvement Act (CLIA) and the Clinical and Laboratory Standards Institute (CLSI).

Guaranteed Minimum quantity for this contract will be the equipment and instrumentation for the Hines VA Hospital as included within CLIN 0008.

Ceiling Amount for the entire life of the contract is \$50,000,000.00

**Each contract line item (CLIN) for equipment/instrumentation listed in the Schedule of Supplies listed below includes all supplies and services to provide for a turn-key installation. Each CLIN listed as lot is delineated further in Attachment B.**

**All costs for tests shall be inclusive of necessary consumables and reagents to perform the test.**

**Vendor shall complete Pricing Schedule, Attachment B in whole.**

<b><u>BASE PERIOD</u></b>	
<b>TOTAL PRICE OF BASE PERIOD INSTRUMENTATION</b>	
<b>TOTAL PRICE OF BASE PERIOD CONSUMABLES AND TRAINING</b>	
<b>GRAND TOTAL BASE PERIOD</b>	
<b><u>OPTION YEAR ONE</u></b>	
<b>TOTAL PRICE OF OPTION YEAR ONE CONSUMABLES</b>	
<b>TOTAL PRICE OF OPTION YEAR ONE OPTIONAL CLINS</b>	
<b>GRAND TOTAL OPTION YEAR ONE</b>	
<b><u>OPTION YEAR TWO</u></b>	
<b>TOTAL PRICE OF OPTION YEAR TWO CONSUMABLES</b>	
<b>TOTAL PRICE OF OPTION YEAR TWO OPTIONAL CLINS</b>	
<b>GRAND TOTAL OPTION YEAR TWO</b>	
<b><u>OPTION YEAR THREE</u></b>	
<b>TOTAL PRICE OF OPTION YEAR THREE CONSUMABLES</b>	
<b>TOTAL PRICE OF OPTION YEAR THREE OPTIONAL CLINS</b>	
<b>GRAND TOTAL OPTION YEAR THREE</b>	
<b><u>OPTION YEAR FOUR</u></b>	
<b>TOTAL PRICE OF OPTION YEAR FOUR CONSUMABLES</b>	
<b>TOTAL PRICE OF OPTION YEAR FOUR OPTIONAL CLINS</b>	
<b>GRAND TOTAL OPTION YEAR FOUR</b>	
<b>CONTRACT GRAND TOTAL (BASE PLUS FOUR OPTION YEARS)</b>	

**BASE PERIOD: DATE OF AWARD THROUGH ONE YEAR AFTER DATE OF AWARD****INSTRUMENTATION:**

CLIN	DESCRIPTION	QTY	U/M	TOTAL PRICE
0001	Clement Zablocki VA Medical Center, Milwaukee, Wisconsin (Milwaukee)	01	LT	
0002	William S. Middleton VA Medical Center, Madison, Wisconsin (Madison)	01	LT	
0003	VA Medical Center, Tomah, Wisconsin (Tomah)	01	LT	
0004	Oscar J. Johnson VA Medical Center, Iron Mountain, Michigan (Iron Mt)	01	LT	
0005	Appleton VA Community Based Outpatient Clinic, Appleton, Wisconsin (Appleton)	01	LT	
0006	Green Bay VA Community Based Outpatient Clinic, Green Bay, Wisconsin (Green Bay)	01	LT	
0007	Rockford VA Community Based Outpatient Clinic, Rockford, Illinois (Rockford)	01	LT	
0008	Edward Hines, Jr. VA Hospital, Hines, Illinois (Hines)	01	LT	
0009	Jesse Brown, VA Medical Center, Chicago, Illinois (JB)	01	LT	
0010	Adam Benjamin Satellite Outpatient Clinic, Crown Point, Indiana (Crown Pt)	01	LT	
0011	James A Lovell Federal Health Care Medical Center, North Chicago, Illinois (FHCC)	01	LT	
0012	James A. Lovell Federal Health Care Outpatient Clinic, Bldg. 1523, North Chicago, IL (Red Rover)	01	LT	
0013	Joliet Community Based Outpatient Clinic, Joliet, Illinois (Joliet)	01	LT	
<b>TOTAL PRICE OF INSTRUMENTATION</b>				

**CONSUMABLES/REAGENTS AND TRAINING:**

CLIN	DESCRIPTION	EST QTY	U/M	TOTAL PRICE
0014	Clement Zablocki VA Medical Center, Milwaukee, Wisconsin (Milwaukee)	01	LT	
0015	William S. Middleton VA Medical Center, Madison, Wisconsin (Madison)	01	LT	
0016	VA Medical Center, Tomah, Wisconsin (Tomah)	01	LT	
0017	Oscar J. Johnson VA Medical Center, Iron Mountain, Michigan (Iron Mt)	01	LT	
0018	Appleton VA Community Based Outpatient Clinic, Appleton, Wisconsin (Appleton)	01	LT	
0019	Green Bay VA Community Based Outpatient Clinic, Green Bay, Wisconsin (Green Bay)	01	LT	
0020	Rockford VA Community Based Outpatient Clinic, Rockford, Illinois (Rockford)	01	LT	

**REVISED VA69D-12-R-0986 – A00002**

0021	Edward Hines, Jr. VA Hospital, Hines, Illinois (Hines)	01	LT	
0022	Jesse Brown, VA Medical Center, Chicago, Illinois (JB)	01	LT	
0023	Adam Benjamin Satellite Outpatient Clinic, Crown Point, Indiana (Crown Pt)	01	LT	
0024	James A Lovell Federal Health Care Medical Center, North Chicago, Illinois (FHCC)	01	LT	
0025	James A. Lovell Federal Health Care Outpatient Clinic, Bldg. 1523, North Chicago, IL (Red Rover)	01	LT	
0026	Joliet Community Based Outpatient Clinic, Joliet, Illinois (Joliet)	01	LT	
0027	Additional Training Slots (Per Equipment Model)	3	EA	
0028	Additional Training Slots (Per Equipment Model)	3	EA	
0029	Additional Training Slots (Per Equipment Model)	3	EA	
0030	Additional Training Slots (Per Equipment Model)	3	EA	
0031	Additional Training Slots (Per Equipment Model)	3	EA	
0032	Additional Training Slots (Per Equipment Model)	3	EA	
0033	Additional Training Slots (Per Equipment Model)	3	EA	
0034	Additional Training Slots (Per Equipment Model)	3	EA	
<b>TOTAL PRICE OF CONSUMABLES/REAGENTS AND TRAINING</b>				

**OPTION YEAR ONE:**

**CONSUMABLES / REAGENTS:**

CLIN	DESCRIPTION	EST. QTY	U/M	TOTAL PRICE
1001	Clement Zablocki VA Medical Center, Milwaukee, Wisconsin (Milwaukee)	01	LT	
1002	William S. Middleton VA Medical Center, Madison, Wisconsin (Madison)	01	LT	
1003	VA Medical Center, Tomah, Wisconsin (Tomah)	01	LT	
1004	Oscar J. Johnson VA Medical Center, Iron Mountain, Michigan (Iron Mt)	01	LT	
1005	Appleton VA Community Based Outpatient Clinic, Appleton, Wisconsin (Appleton)	01	LT	
1006	Green Bay VA Community Based Outpatient Clinic, Green Bay, Wisconsin (Green Bay)	01	LT	
1007	Rockford VA Community Based Outpatient Clinic,	01	LT	

**REVISED VA69D-12-R-0986 – A00002**

	Rockford, Illinois (Rockford)			
1008	Edward Hines, Jr. VA Hospital, Hines, Illinois (Hines)	01	LT	
1009	Jesse Brown VA Medical Center, Chicago, Illinois (JB)	01	LT	
1010	Adam Benjamin Satellite Outpatient Clinic, Crown Point, Indiana (Crown Pt)	01	LT	
1011	James A Lovell Federal Health Care Medical Center, North Chicago, Illinois (FHCC)	01	LT	
1012	James A. Lovell Federal Health Care Outpatient Clinic, Bldg. 1523, North Chicago, IL (Red Rover)	01	LT	
<b>TOTAL CONSUMABLE/REAGENT PRICE OF OPTION YEAR ONE</b>				

**RESERVED CLINS:**

CLIN	DESCRIPTION	EST. QTY	U/M	TOTAL PRICE
1013-1022	RESERVED	N/A	N/A	N/A

**OPTIONAL CLINS:**

**INSTRUMENTATION**

1023	Joliet Community Based Outpatient Clinic, Joliet, Illinois (Joliet) <b><u>OPTIONAL CLIN</u></b>	01	LT	
<b>TOTAL PRICE OF INSTRUMENTATION OPTION CLINS</b>				

**CONSUMABLES/REAGENTS**

1024	Joliet Community Based Outpatient Clinic, Joliet, Illinois (Joliet) <b><u>OPTIONAL CLIN</u></b>	01	LT	
<b>TOTAL PRICE OF CONSUMABLE/REAGENT OPTION CLINS</b>				

**TRAINING**

CLIN	DESCRIPTION	QTY	U/M	TOTAL PRICE
1025	Additional Training Slots (Per Equipment Model) <b><u>OPTIONAL CLIN</u></b>	3	EA	
1026	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
1027	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
1028	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
1029	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	



**REVISED VA69D-12-R-0986 – A00002**

1030	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
1031	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
1032	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
<b>TOTAL PRICE OF TRAINING OPTION CLINS</b>				

**OPTION YEAR TWO:**

**CONSUMABLES / REAGENTS:**

CLIN	DESCRIPTION	EST. QTY	U/M	TOTAL PRICE
2001	Clement Zablocki VA Medical Center, Milwaukee, Wisconsin (Milwaukee)	01	LT	
2002	William S. Middleton VA Medical Center, Madison, Wisconsin (Madison)	01	LT	
2003	VA Medical Center, Tomah, Wisconsin (Tomah)	01	LT	
2004	Oscar J. Johnson VA Medical Center, Iron Mountain, Michigan (Iron Mt)	01	LT	
2005	Appleton VA Community Based Outpatient Clinic, Appleton, Wisconsin (Appleton)	01	LT	
2006	Green Bay VA Community Based Outpatient Clinic, Green Bay, Wisconsin (Green Bay)	01	LT	
2007	Rockford VA Community Based Outpatient Clinic, Rockford, Illinois (Rockford)	01	LT	
2008	Edward Hines, Jr. VA Hospital, Hines, Illinois (Hines)	01	LT	
2009	Jesse Brown, VA Medical Center, Chicago, Illinois (JB)	01	LT	
2010	Adam Benjamin Satellite Outpatient Clinic, Crown Point, Indiana (Crown Pt)	01	LT	
2011	James A Lovell Federal Health Care Medical Center, North Chicago, Illinois (FHCC)	01	LT	
2012	James A. Lovell Federal Health Care Outpatient Clinic, Bldg. 1523, North Chicago, IL (Red Rover)	01	LT	
<b>TOTAL CONSUMABLE/REAGENT PRICE OF OPTION YEAR TWO</b>				

**RESERVED CLINS:**

CLIN	DESCRIPTION	EST. QTY	U/M	TOTAL PRICE
2013-2024	Clement Zablocki VA Medical Center, Milwaukee, Wisconsin (Milwaukee)	N/A	N/A	N/A

**OPTIONAL CLINS:****INSTRUMENTATION**

2025	Joliet Community Based Outpatient Clinic, Joliet, Illinois (Joliet) <b><u>OPTIONAL CLIN</u></b>	01	LT	
<b>TOTAL PRICE OF INSTRUMENTATION OPTION CLINS</b>				

**CONSUMABLES/REAGENTS**

2026	Joliet Community Based Outpatient Clinic, Joliet, Illinois (Joliet) <b><u>OPTIONAL CLIN</u></b>	01	LT	
<b>TOTAL PRICE OF CONSUMABLE/REAGENT OPTION CLINS</b>				

**TRAINING**

CLIN	DESCRIPTION	QTY	U/M	TOTAL PRICE
2027	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
2028	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
2029	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
2030	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
2031	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
2032	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
2033	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
2034	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
<b>TOTAL PRICE OF TRAINING OPTION CLINS</b>				

**OPTION YEAR THREE:****CONSUMABLES / REAGENTS:**

CLIN	DESCRIPTION	EST. QTY	U/M	TOTAL PRICE
3001	Clement Zablocki VA Medical Center, Milwaukee, Wisconsin (Milwaukee)	01	LT	
3002	William S. Middleton VA Medical Center, Madison, Wisconsin (Madison)	01	LT	
3003	VA Medical Center, Tomah, Wisconsin (Tomah)	01	LT	
3004	Oscar J. Johnson VA Medical Center, Iron Mountain, Michigan (Iron Mt)	01	LT	

**REVISED VA69D-12-R-0986 – A00002**

3005	Appleton VA Community Based Outpatient Clinic, Appleton, Wisconsin (Appleton)	01	LT	
3006	Green Bay VA Community Based Outpatient Clinic, Green Bay, Wisconsin (Green Bay)	01	LT	
3007	Rockford VA Community Based Outpatient Clinic, Rockford, Illinois (Rockford)	01	LT	
3008	Edward Hines, Jr. VA Hospital, Hines, Illinois (Hines)	01	LT	
3009	Jesse Brown, VA Medical Center, Chicago, Illinois (JB)	01	LT	
3010	Adam Benjamin Satellite Outpatient Clinic, Crown Point, Indiana (Crown Pt)	01	LT	
3011	James A Lovell Federal Health Care Medical Center, North Chicago, Illinois (FHCC)	01	LT	
3012	James A. Lovell Federal Health Care Outpatient Clinic, Bldg. 1523, North Chicago, IL (Red Rover)	01	LT	
<b>TOTAL CONSUMABLE/REAGENT PRICE OF OPTION YEAR THREE</b>				

**RESERVED CLINS:**

CLIN	DESCRIPTION	EST. QTY	U/M	TOTAL PRICE
3013-3024	RESERVED CLINS	N/A	N/A	N/A

**OPTIONAL CLINS:**

**INSTRUMENTATION**

3025	Joliet Community Based Outpatient Clinic, Joliet, Illinois (Joliet) <b><u>OPTIONAL CLIN</u></b>	01	LT	
<b>TOTAL PRICE OF INSTRUMENTATION OPTION CLINS</b>				

**CONSUMABLES/REAGENTS**

3026	Joliet Community Based Outpatient Clinic, Joliet, Illinois (Joliet) <b><u>OPTIONAL CLIN</u></b>	01	LT	
<b>TOTAL PRICE OF CONSUMABLE/REAGENT OPTION CLINS</b>				

**TRAINING**

CLIN	DESCRIPTION	QTY	U/M	TOTAL PRICE
3027	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
3028	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
3029	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
3030	Additional Training Slots (VA Outpatient Clinics)	3	EA	

	<b><u>OPTIONAL CLIN</u></b>			
3031	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
3032	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
3033	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
3034	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
<b>TOTAL PRICE OF TRAINING OPTION CLINS</b>				

**OPTION YEAR FOUR:****CONSUMABLES / REAGENTS :**

CLIN	DESCRIPTION	EST. QTY	U/M	TOTAL PRICE
4001	Clement Zablocki VA Medical Center, Milwaukee, Wisconsin (Milwaukee)	01	LT	
4002	William S. Middleton VA Medical Center, Madison, Wisconsin (Madison)	01	LT	
4003	VA Medical Center, Tomah, Wisconsin (Tomah)	01	LT	
4004	Oscar J. Johnson VA Medical Center, Iron Mountain, Michigan (Iron Mt)	01	LT	
4005	Appleton VA Community Based Outpatient Clinic, Appleton, Wisconsin (Appleton)	01	LT	
4006	Green Bay VA Community Based Outpatient Clinic, Green Bay, Wisconsin (Green Bay)	01	LT	
4007	Rockford VA Community Based Outpatient Clinic, Rockford, Illinois (Rockford)	01	LT	
4008	Edward Hines, Jr. VA Hospital, Hines, Illinois (Hines)	01	LT	
4009	Jesse Brown, VA Medical Center, Chicago, Illinois (JB)	01	LT	
4010	Adam Benjamin Satellite Outpatient Clinic, Crown Point, Indiana (Crown Pt)	01	LT	
4011	James A Lovell Federal Health Care Medical Center, North Chicago, Illinois (FHCC) <b><u>OPTIONAL CLIN</u></b>	01	LT	
4012	James A. Lovell Federal Health Care Outpatient Clinic, Bldg. 1523, North Chicago, IL (Red Rover) <b><u>OPTIONAL CLIN</u></b>	01	LT	
<b>TOTAL CONSUMABLE/REAGENT PRICE OF OPTION YEAR FOUR</b>				

**RESERVED CLINS:**

CLIN	DESCRIPTION	EST. QTY	U/M	TOTAL PRICE
4013-4024	RESERVED CLINS	N/A	N/A	N/A

**OPTIONAL CLINS:****INSTRUMENTATION**

4025	Joliet Community Based Outpatient Clinic, Joliet, Illinois (Joliet) <b><u>OPTIONAL CLIN</u></b>	01	LT	
<b>TOTAL PRICE OF INSTRUMENTATION OPTION CLINS</b>				

**CONSUMABLES/REAGENTS**

4026	Joliet Community Based Outpatient Clinic, Joliet, Illinois (Joliet) <b><u>OPTIONAL CLIN</u></b>	01	LT	
<b>TOTAL PRICE OF CONSUMABLE/REAGENT OPTION CLINS</b>				

**TRAINING**

CLIN	DESCRIPTION	QTY	U/M	TOTAL PRICE
4027	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
4028	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
4029	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
4030	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
4031	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
4032	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
4033	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
4034	Additional Training Slots (VA Outpatient Clinics) <b><u>OPTIONAL CLIN</u></b>	3	EA	
<b>TOTAL PRICE OF TRAINING OPTION CLINS</b>				

**1.0 REQUIRED TESTS AND ESTIMATED ANNUAL REQUIRED VOLUMES****1.1 Test Volume and Test Type Chart:**

Attachment A – (Estimated Annual Chemistry Volumes), indicates the test type and estimated annual quantity of required and optional tests to be performed by the clinical laboratory chemistry and immunochemistry instrumentation systems.

**2.0 THIS SECTION INTENTIONALLY LEFT BLANK****3.0 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****3.1 SCOPE OF PROCUREMENT**

Clinical laboratory chemistry and immunochemistry instrumentation systems will be acquired for the general diagnostics laboratories located at the following Government facilities:

Northern Tier Facilities

Clement Zablocki VA Medical Center, Milwaukee, Wisconsin (Milwaukee)  
William S. Middleton VA Medical Center, Madison, Wisconsin (Madison)  
VA Medical Center, Tomah, Wisconsin (Tomah)  
Oscar J. Johnson VA Medical Center, Iron Mountain, Michigan (Iron Mt)  
Appleton VA Community Based Outpatient Clinic, Appleton, Wisconsin (Appleton)  
Green Bay VA Community Based Outpatient Clinic, Green Bay, Wisconsin (Green Bay)  
Rockford VA Community Based Outpatient Clinic, Rockford, Illinois (Rockford)

Southern Tier Facilities

Edward Hines, Jr. VA Hospital, Hines, Illinois (Hines)  
Jesse Brown, VA Medical Center, Chicago, Illinois (JB)  
Adam Benjamin Satellite Outpatient Clinic, Crown Point, Indiana (Crown Pt)  
Joliet Community Based Outpatient Clinic, Joliet, Illinois (Joliet)

Federal Health Care Center Facilities (FHCC)

James A Lovell Federal Health Care Medical Center, North Chicago, Illinois (FHCC)  
James A. Lovell Federal Health Care Outpatient Clinic, Bldg. 1523, North Chicago, IL (Red Rover)

This instrumentation must have the capability of performing or reporting the clinical parameters as defined in this statement of work. The equipment and testing methodology must perform the complete profile as described below and meet the performance characteristics for accuracy and precision as defined by the 1988 Clinical Laboratory Improvement Act (CLIA) and the Clinical and Laboratory Standards Institute (CLSI).

The acquisition of reagents and/or other consumable supplies to support the testing methodology will be procured through this contract.

### **3.2 DEFINITIONS**

3.2.1 Primary Processing Automation – Base equipment offered to each of VA laboratories listed above that will automate the pre-analytical specimen processing functions, as indicated in the below specifications.

3.2.2 Primary Testing Analyzer(s) – Base equipment offered to each of VA laboratories listed above that will fully support the scope of their operations (minimal requirements) as defined in this solicitation. Depending upon the technical functionality and the capabilities of the individual manufacturer's instrumentation, one analyzer or multiple analyzers may be required to meet the productivity specifications defined herein. In those instances, the additional analyzer(s) will, likewise, be considered primary instrumentation and must meet all of technical specifications of this solicitation. Those additional analyzer(s) offered meeting the definition of a primary analyzer will be equivalent to a back-up analyzer (see definition below) and will replace the requirement for offering that category of equipment.

3.2.3 Back-up Testing Analyzer(s) – Equipment required to support the operations of the VA laboratories in those cases when the primary analyzer(s) is not operational/functional. This category of equipment will only be operated during periods of time when the primary instrumentation is not available for use. As such, the requirements for consumable supplies, i.e. reagents, quality control material, calibrators, etc., will be minimal and corollary to the successful operation of the primary instrumentation. Specific tests that require back-up performance are listed in Attachment C. The equipment offered as back-up to the primary instrument shall be identical in technology, i.e. same methodology, interchangeable reagent systems to the primary analyzer(s). Back-up instrumentation is NOT required at any of the VA or FHCC outpatient clinics.

3.2.4 Throughput - The speed that the equipment processes and/or operates reported in units per hour.

3.2.5 High Throughput Testing Analyzer(s) - The individual unit (model) of equipment offered that demonstrates the highest throughput of testing and performs the majority of the test volume.

### 3.3 TEST MENU

Refer to Attachment A for a list of tests and the estimated annual volumes.

### 3.4. GENERAL REQUIREMENTS – INSTRUMENTATION SYSTEM

**NOTE: (CHARTS 3, 4, 5 and 7 have been removed)**

**3.4.1 The footprint of the instrumentation system shall not exceed the existing available space as defined in the below table. Where indicated, compliance with the site dimension criteria is essential.**

**Chart #1**

Site	Dimensions (Width x Length)	Square Footage (sq. ft.)
<b><u>Northern Tier Facilities</u></b>		
Milwaukee	16 feet x 24 feet	384
Madison		285
Tomah	10 feet x 20 feet	200
Iron Mountain	20 feet x 28 feet	560
Appleton		300
Green Bay		900
Rockford		600
<b><u>Southern Tier Facilities</u></b>		
Hines	21 feet x 34 feet	714
Jesse Brown	48 feet x 16 feet	768
Crown Point		600
Joliet	11.5 feet x 7.5 feet	85
<b><u>Federal Health Care Center Facilities</u></b>		
FHCC		1200
Red Rover	10 feet x 12 feet	120

**3.4.2 The models of equipment offered shall be identical at the VISN locations as follows:**

3.4.2.1 Hines, Milwaukee and the Federal Health Care Center (Large facilities)

3.4.2.2 Madison and Jesse Brown (Medium facilities)

3.4.2.3 Iron Mountain, Tomah, Appleton, Green Bay, Rockford, Crown Point, Joliet and Red Rover (Small facilities)

**3.4.3 Where there is a common test menu, the instrumentation system technology shall be identical at each VISN laboratory with respect to the following:**

3.4.3.1 methodology

3.4.3.2 reagent system(s)

3.4.3.3 reagent packaging

**3.4.4 Processing Automation Operational Features-** The processing instrumentation, in accordance with the requirements of the respective laboratory, must have the following capabilities:

3.4.4.1 The ability to separate the serum/plasma from the blood cells through the process of centrifugation. (Centrifuge)

3.4.4.2 The ability to remove a segment of serum/plasma and move into another specimen tube. (Aliquoter)

3.4.4.3 The ability to remove the collection caps from a variety of types and sizes of blood collection tubes. (Decapper)

3.4.4.4 The ability to replace and/or reseal a variety of types and sizes of blood collection tubes. (Recapper)

3.4.4.5 The ability to maintain and store specimens from 2-6 degrees centigrade. (Refrigerated Storage)

3.4.4.6 The ability, based on test requests, to sort specimens. (Middleware)

3.4.4.7 The ability to connect by a tracking system all primary and back-up testing analyzers offered in accordance with Chart #2. (Track System)

3.4.4.8 The ability to send processed specimens by means of a tracking system to the proper testing instrumentation to maximize efficiency and to maintain and standardize turnaround times of results. (Track System/Middleware)

3.4.4.9 The ability to prioritize STAT specimens. (Middleware)

3.4.4.10 The ability to detect processing errors and provide error notification. (Middleware)

3.4.4.11 The ability to separate the functions of the primary analyzer(s) from the processing equipment, when necessary. (Middleware)

3.4.4.12 Processing automation with the indicated capabilities will be acquired for the laboratories listed in the following chart:

Chart #2

Processing Automation	Centrifuge	Aliquoter	Decapper	Recapper	Refrigerated Storage	Track System/Middleware
<b>Northern Tier Facilities (Required)</b>						
Milwaukee	X	X	X	X	X	X
Madison	X	X	X	X	None	X
Tomah	X	X	X	X	None	X



**REVISED VA69D-12-R-0986 – A00002**

Iron Mt	X	X	X	X	None	X
Appleton	None	None	None	None	None	None
Green Bay	None	None	None	None	None	None
Rockford	None	None	None	None	None	None
<b>Southern Tier Facilities (Required)</b>						
Hines	X	X	X	X	X	X
JB	X	X	X	X	None	X
Crown Pt	None	None	None	None	None	None
Joliet	None	None	None	None	None	None
<b>FHCC Facilities (Optional)</b>						
FHCC	X	X	X	X	X	X
Red Rover	None	None	None	None	None	None

**3.4.5 Primary Testing Automation Operational Features** – The instrumentation offered must have the following:

3.4.5.1 Sufficient automation, capacity and throughput to meet the volume and service demands as defined in the Test Menu (Attachment A). Note: 50% of the testing processed daily occurs between 0700-1300 hours.

3.4.5.2 The capability of performing biochemical analysis on 100% of the tests listed in Attachment A. With the exception of the following tests which are optional for performance on the primary equipment. However, a method for performing these assays must be provided.

- C-Peptide
- DHEA-S,
- IgE,
- Lidocaine,
- Sex Hormone Binding Globulin.

3.4.5.3 The combined instrument system including back-up instrumentation (as applicable) must have a minimum specimen throughput as follows:

3.4.5.3.1 Large facilities – 200 specimens per hour

3.4.5.3.2 Medium facilities – 175 specimens per hour

3.4.5.3.3 Small facilities – 100 specimens per hour

3.4.5.4 The combined instrument system including back-up instrumentation (as applicable) must have a minimum test throughput as follows:

3.4.5.4.1 Large facilities – 3000 tests per hour

3.4.5.4.2 Medium facilities – 2000 tests per hour

3.4.5.4.3 Small facilities – 1000 tests per hour

3.4.5.5 A calibration program. The calibration program on the high throughput testing analyzer must have:

3.4.5.5.1 This section intentionally left blank.

3.4.5.5.2 The ability to automatically calibrate the tests (including electrolytes) without manual intervention by the technologists.

3.4.5.5.3 The ability to calibrate the tests while patient testing is being performed.

3.4.5.5.4 The ability to automatically perform and statistically analyze the linearity, precision and sensitivity of each test system.

3.4.5.5.5 This section intentionally left blank.

3.4.5.6 The ability to continuously load patient specimens.

3.4.5.7 Random access capability.

3.4.5.8 The ability to track specimens throughout the testing process through the use of bar code technology.

3.4.5.9 Liquid level sensing probes for specimens.

3.4.5.10 The ability to automatically dilute patient specimens, as necessary.

3.4.5.11 The ability to detect a clot(s) in the patient specimens. The high throughput testing analyzers shall also have the ability to detect hemolysis, lipemia, and icterus.

3.4.5.12 The ability to automatically repeat the specimen using customer-configurable criteria.

3.4.5.13 An automated system for washing/cleaning the instrumentation. The automated clean cycle shall not exceed 60 minutes per day.

3.4.5.14 Operator maintenance requirements that do not exceed fifteen (15) minutes per day, thirty (30) minutes per week and sixty (60) minutes per month for each instrument.

3.4.5.15 Sufficient safety features to avoid exposure to biohazardous and chemical material.

3.4.5.16 A bi-directional, bar-coded computer interface. The fully operational interface (both hardware and software) must be immediately available for connection to the Government laboratory information system (VistA or CHCS, as applicable.) The following chart indicates the type of Government host computer system used at each individual Government facility and a brief summary regarding the functionality of the Government Laboratory Information System:

Chart #6

Site	VistA	CHCS
<b><u>Northern Tier Facilities</u></b>		
Milwaukee	X	
Madison	X	
Tomah	X	
Iron Mountain	X	
Appleton	X	
Green Bay	X	

Rockford	X	
<b><u>Southern Tier Facilities</u></b>		
Hines	X	
Jesse Brown	X	
Crown Point	X	
Joliet	X	
<b><u>Federal Health Care Center Facilities</u></b>		
FHCC	X	
Red Rover		X

If the host system software requires the use of a non-proprietary universal interfacing system to provide bi-directional interfacing capabilities, the VISN12 facility laboratories currently use either the Dawning or Data Innovation systems. To achieve connection with those systems, the awarded Contractor will be responsible for the cost of the interface. Refer to the following section entitled “Support Features – Computer Interfacing Requirements for specific details.

**Brief Summary of the Government Laboratory Information System (LIS) Functionality**

VistA and CHCS are proprietary systems to the Government. Functionality includes:

1. Management of patient information through a database.
2. Acceptance of test ordering information.
3. Transmittal of patient laboratory test results.
4. Storage and retrieval of patient laboratory test results.

VistA and CHCS are very limited in its functionality to manage laboratory quality control, provide Levy-Jennings plots or administer an instrument maintenance program.

If the host LIS software requires the use of a non-proprietary universal interfacing system to provide bi-directional interfacing capabilities, the VISN12 facility laboratories currently use either the Dawning or Data Innovation systems. To achieve connection with those systems, the awarded Contractor shall include the cost of the interface(s) in the proposal (See Schedule of Items). Refer to the following section entitled “Support Features – Computer Interfacing Requirements for specific details.

**3.4.6 Primary Testing Automation Technical Features** – The instrumentation offered shall have the following:

3.4.6.1 The ability to use automated sample introduction.

3.4.6.2 A comprehensive quality control system used for the daily monitoring of system performance including operator notification of quality control failure(s). The high throughput testing analyzers shall also have the ability to store the quality control material on the equipment.

3.4.6.3 Accurate barcode reading of patient specimens and reagents with less than 5% read failures.

3.4.6.4 A data management system that maintains/provides:

3.4.6.4.1 An on-board reagent inventory system that records lot numbers and/or expirations.

3.4. 6.4.2 Records of calibration(s), system problems and customer maintenance.

3.4. 6.4.3 Technology to automatically direct additional specimen testing based on customer-configurable testing criteria (reflex technology).

3.4. 6.4.4 An internal quality control system that provides Levy-Jennings graphs and identifies out-of-range quality control test results.

**3.4.7 Primary Testing Automation Hardware Features** - The instrumentation offered shall have the following:

3.4.7.1 The combined total of primary and back analyzers shall not exceed a total of five (5) pieces of equipment for each location to perform the full menu listed in Attachment A.

3.4.7.2 All utility systems required to operate and maintain the equipment must be supported and maintained by the Contractor.

3.4.7.3 A reagent storage and inventory management system that:

3.4.7.3.1 maintains the stability of the reagents for no less than seven (7) days.

3.4.7.3.2 has liquid level sensing probes that alert the operator of potential depletion.

3.4.7.4 The reagent storage and inventory management system on the high throughput testing analyzers shall have:

3.4.7.3.1 the ability to add reagents containers without stopping, pausing or placing the equipment in the standby mode.

3.4.7.3.2 the ability to have multiple packages of the same reagents on the equipment at the same time.

3.4.7.3.3 the ability to have multiple reagent lots of the same reagent on the equipment at the same time.

3.4.7.3.4 the ability to maintain the stability of the reagents for no less than 30 days.

3.4.7.4.5 an alert system that manages the inventory of reagents, calibrators and quality control material.

3.4.7.4.6 the ability to automatically unload/remove empty reagent containers from the equipment.

3.4.7.4.7 the ability to automatically perform patient crossover studies when new reagent lots are introduced.

3.4.7.4.8 sufficient on-board reagent capacity to meet one average day of testing.

3.4.7.5 The ability to track reagent containers throughout the testing process through the use of bar code technology.

3.4.7.6 A refrigeration system to store reagents that are required to be maintained between 2-6 degrees centigrade.

3.4.7.7 An on-board monitor/screen that is easily readable.

3.4.7.8 A printer that has the capability of printing a patient report with patient demographic information that includes at least one patient identifier, e.g. patient name, accession number, etc.

3.4.7.9 An uninterruptible power supply for each primary instrument.

3.4.7.10 The reliability of the instrument system shall be no less than 98% of the total annual operational time. For those analyzers operating 24 hours a day, 365 days a year, the downtime (reported as the mean failure rate) of the equipments shall be no more than 7.5 days per year.

### **3.4.8 Support Features**

3.4.8.1 Commercial marketing – The equipment models being offered shall be in current production as of the date this offer is submitted. For purposes of this solicitation, “current production” shall mean that the clinical laboratory analyzer model is being offered as new equipment. Discontinued models that are only being made available as remanufactured equipment are not acceptable.

3.4.8.2 This section intentionally left blank.

3.4.8.3 Validation Studies - The Contractor shall provide all of the materials and assist in the performance, to the satisfaction of the Government, all validation studies including: precision, method comparison with current process, accuracy (recovery), linearity (reportable range), calibration verification, verification of reference interval, and determination of sensitivity and specificity. The Contractor shall perform all of the statistical analysis and report data in an organized, clearly comprehensible format.

3.4.8.4 Training - The Contractor shall provide an instrument training program that is minimally consistent with commercial practices, coordinated with and timely to the equipment installation and sufficient to the size and scope of the services required. This will include training for laboratory staff such that they are subject matter experts on each of the individual models of equipment offered. Training shall include instruction on the operation of the system, data manipulation, and basic troubleshooting and repair. The level and scope of the training program must be no less than what is provided to other commercial customers purchasing this instrumentation. This includes the provision of any documents or templates that may be used to train laboratory employees.

3.4.8.5 Ancillary support equipment - The Contractor shall provide and install , as indicated, any and all ancillary support equipment required to fully operate the offered instrument as defined in these specifications, e.g. water systems, vacuum pumps, cabinetry, tables, or stands to support/house the analyzer (if necessary). In addition, the Contractor will include all ancillary components that are customarily sold or provided with the model of equipment proposed, e.g. starter kits.

3.4.8.6 Computer Interfacing Requirements - The fully operational interface (both hardware and software) must be immediately available for implementation to the VA VistA and Department of Defense CHCS at the time of contract award. Each instrument at all seven medical center facilities will be interfaced as well as the five satellite outpatient clinics A detailed description of the primary and back-up instrumentation requiring interfacing by site is included below (Chart #8).

The contractor is responsible for providing all software license(s) for connection to each instrument and 24 hours, 7 days per week technical support and maintenance from the time of installation through the period of one (1) year after acceptance of installation. This price is included in the cost of the equipment.

The Contractor is responsible for providing all hardware required for the connection, implementation and operation of the interface to the universal interface and any incremental fee that is required each time an instrument is added to an existing universal interface system (see requirements below). Likewise, the Contractor will provide any and all necessary software support for insuring that successful interfacing has been established. Specific requirements for the communication of the data streams will be unique to the instrument system involved and dictated by the manufacturer itself. Information necessary to make the determination for type and amount of interfacing equipment is supplied in the chart below.

If a site already has a universal interface box, the Contractor is responsible for everything leading up to the box including any incremental fee required to add additional equipment (e.g. licenses, ports/cards,

cables, software, etc.) to the universal interfacing system. If a site does not have a universal interface and one is needed to optimally interface the instrument, then the Contractor is responsible for the acquisition of the universal interface box and everything else needed to connect with Government LIS. If there are any software upgrades in the instrument during its life, the Contractor is responsible for seeing that the interface can accommodate any changes in the data stream going to the Government LIS.

Currently, VISN12 is operating with two different universal interfacing systems, i.e. Dawning and Data Innovations. Although it is the sole responsibility of the Contractor to obtain current costs for the components to establish the interface(s), the following may be used as a guide:

a) Data Innovations -\$2,500 per each *individual* interfaced instrument (based on facility's requirements). This price includes a connection license to the instrument software and 24 hours, 7 days per week technical support and maintenance.

b) Dawning - \$3,750 per each *individual* interfaced instrument (based on facility's requirements). This price includes instrument software, hardware, an additional copy of instrument software (required for the Dawning Automatic Back-up) and 24 hours, 7 days per week technical support and maintenance.

c) If a data management system is being offered that will provide the technology to connect multiple (two or more) instruments, the cost to interface the data management system to the Dawning universal interface is \$6,750. The cost to interface a data management system with Data Innovations is based on a 'per instrument' charge.

**Chart #8: Government Interfacing Requirements**

Site	Requirements for Primary Instrument(s) Interfacing	Requirements for Back-up Instrument Interfacing (if applicable)	Current Type of Interface System
<b><u>Northern Tier Facilities</u></b>			
Milwaukee	Yes	Yes	Data Innovations
Madison	Yes	Yes	Data Innovations
Tomah	Yes	Yes	Data Innovations
Iron Mountain	Yes	Yes	Data Innovations
Appleton	Yes	Yes	Data Innovations
Green Bay	Yes	Yes	Data Innovations
Rockford	Yes	Yes	Data Innovations
<b><u>Southern Tier Facilities</u></b>			
Hines	Yes	Yes	Dawning
Jesse Brown	Yes	Yes	Data Innovations
Crown Point	Yes	Yes	Data Innovations
Joliet	Yes	Yes	Dawning
<b><u>Federal Health Care Center Facilities</u></b>			
FHCC	Yes	Yes	Data Innovations
Red Rover	Yes	Yes	Data Innovations

3.4.8.7 Commercial offerings - The Contractor shall provide the Government laboratories any additional support material that is routinely provided to equivalent commercial customers and will assist in regulatory compliance, e.g. template for writing standard operating procedures (SOPs), PC

computer diskette of their procedure manual, an on-line procedure manual in the instrument software, training documents, competency sheets, and validation protocols.

3.4.8.8 Characterization of Hazardous Waste – The Contractor shall provide a description of the hazardous waste produced as a byproduct of the instrument operations and address the criteria listed in the Code of Federal regulations Title 40 “Protection of the Environment” Part 261 et al. The description shall address the following:

3.4.5.7.1 Waste toxicity (Reference 40CFR261.11 and 40CFR261.24)

3.4.5.7.2 Waste ignitability (Reference 40CFR261.21)

3.4.5.7.3 Waste corrosivity (Reference 40CFR261.22)

3.4.5.7.4 Waste reactivity (Reference 40CFR261.23)

3.4.5.7.5 Hazardous waste from non-specific sources (F-listed) (Reference 40CFR261.31)

3.4.5.7.6 Discarded commercial products (acutely toxic or P-listed and toxic or U-listed) (Reference 40CFR261.33)

3.4.8.9 Implementation/transition timeframe - The transition period for the awarded Contractor to have all instrumentation installed and operational is 120 days after site preparation is complete. During this same period, all initial training of VA personnel in the operation and maintenance of said equipment shall also be completed.

### **3.5 GENERAL REQUIREMENTS –WARRANTY MAINTENANCE AND REPAIR SERVICE**

3.5.1 The Contractor shall provide a one (1) year warranty period covering emergency equipment repair and preventative maintenance services that is no less than what is offered to other commercial customers. The warranty shall cover all primary and back-up instrumentation and any incremental support equipment offered according to the following terms:

3. 5.1.1 A technical assistance center must be available by telephone 24 hours per day with a maximum call back response time of 2 hours. Customer Assistance Center #\_\_\_\_\_.

3.5.1.2 This section intentionally left blank.

3. 5.1.3 Emergency equipment repair service must be available 24 hours, seven days per week including Federal holidays to all Government medical center/hospital locations and business hours (8:00AM to 4:30PM CST) service to outpatient clinic locations.

3.5.1.4 Arrangements for repair service will be coordinated between the Contractor and facility laboratory COR.

3. 5.1.5 Repair service response time will be no more than 12 hours for all locations for all locations.

3.5.1.6 This section intentionally left blank.

3. 5.1.7 The number of scheduled preventative maintenance calls per year must be in accordance with the manufacturer’s recommendations and no less than what is provided to other equivalent commercial customers.

3. 5.1.8 A malfunction incident report shall be furnished to the respective Government Laboratory upon completion of each repair call. The report shall include, as a minimum, the following:

3.5.1.8.1 Date and time notified

3.5.1.8.2 Date and time of arrival

3.5.1.8.3 Serial number, type and model number of equipment

3.5.1.8.4 Time spent for repair, and

3.5.1.8.5 Proof of repair that includes documentation of a sample run of quality control verifying acceptable performance.

3.5.1.9 In determining the mean failure rate for the equipment the VA will consider each notification for an emergency repair service call as a separate and new service call.

### **3.6 GENERAL REQUIREMENTS – REAGENTS and CONSUMABLE SUPPLIES**

3.6.1 Contractor must be able to supply 25% of the reagents and consumable supplies identified in the schedule every quarter that will support the annual testing volumes referred to in Attachment A.

3.6.2 All reagents must be approved by the Food and Drug Administration (FDA) for use on the offered instrumentation platform.

3.6.3 At time of offer all reagents and consumable supplies must be authorized by the manufacturer for use on the offered instrumentation platform.

3.6.4 The reagents and consumable supplies, when used according to manufacturer's specifications, must meet the performance characteristics and quality assessments as defined by the 1988 Clinical Laboratory Improvement Act.

3.6.5 Reagent preparation must not exceed one preparatory step prior to placing the containers on the instrumentation.

## **SECTION C - CONTRACT CLAUSES**

### **C.1 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)**

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

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1,



Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

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

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

(g) *Invoice.*

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

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

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

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

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

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

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

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

(i) *Payment.-*

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.
- (t) Central Contractor Registration (CCR).

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

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

#### 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.2 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

**(A) FEDERAL ACQUISITION REGULATIONS 48 CFR CHAPTER 1**

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-8	DUTY-FREE ENTRY	OCT 2010
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984

**C.3 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through period of performance..

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$200.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$15,000,000.00; or

(3) A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within fifteen (15) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

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

(End of Clause)

**C.6 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 thirty (30) days.

(End of Clause)

**C.7 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 thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

**C.8 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

**C.9 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

**C.10 VAAR 852.211-70 SERVICE DATA MANUALS (NOV 1984)**

(a) The successful bidder will supply operation/maintenance (service data) manuals with each piece of equipment in the quantity specified in the solicitation and resulting purchase order. As a minimum, the manual(s) shall be bound and equivalent to the manual(s) provided the manufacturer's designated field service representative as well as comply with all the requirements in paragraphs (b) through (i) of this clause. Sections, headings and section sequence identified in (b) through (i) of this clause are typical and may vary between manufacturers. Variances in the sections, headings and section sequence, however, do not relieve the manufacturer of his/her responsibility in supplying the technical data called for therein.

(b) Title Page and Front Matter. The title page shall include the equipment nomenclature, model number, effective date of the manual and the manufacturer's name and address. If the manual applies to a particular version of the equipment

only, the title page shall also list that equipment's serial number. Front matter shall consist of the Table of Contents, List of Tables, List of Illustrations and a frontispiece (photograph or line drawing) depicting the equipment.

(c) Section I, General Description. This section shall provide a generalized description of the equipment or devices and shall describe its purpose or intended use. Included in this section will be a table listing all pertinent equipment specifications, power requirements, environmental limitations and physical dimensions.

(d) Section II, Installation. Section II shall provide pertinent installation information. It shall list all input and output connectors using applicable reference designators and functional names as they appear on the equipment. Included in this listing will be a brief description of the function of each connector along with the connector type. Instructions shall be provided as to the recommended method of repacking the equipment for shipment (packing material, labeling, etc.).

(e) Section III, Operation. Section III will fully describe the operation of the equipment and shall include a listing of each control with a brief description of its function and step-by-step procedures for each operating mode. Procedures will use the control(s) nomenclature as it appears on the equipment and will be keyed to one or more illustrations of the equipment. Operating procedures will include any preoperational checks, calibration adjustments and operation tests. Notes, cautions and warnings shall be set off from the text body so they may easily be recognizable and will draw the attention of the reader. Illustrations should be used wherever possible depicting equipment connections for test, calibration, patient monitoring and measurements. For large, complex and/or highly versatile equipment capable of many operating modes and in other instances where the Operation Section is quite large, operational information may be bound separately in the form of an Operators Manual. The providing of a separate Operators manual does not relieve the supplier of his responsibility for providing the minimum acceptable maintenance data specified herein. When applicable, flow charts and narrative descriptions of software shall be provided. If programming is either built-in and/or user modifiable, a complete software listing shall be supplied. Equipment items with software packages shall also include diagnostic routines and sample outputs. Submission information shall be given in the Maintenance Section to identify equipment malfunctions that are software related.

(f) Section IV, Principles of Operation. This section shall describe in narrative form the principles of operation of the equipment. Circuitry shall be discussed in sufficient detail to be understood by technicians and engineers who possess a working knowledge of electronics and a general familiarity with the overall application of the devices. The circuit descriptions should start at the overall equipment level and proceed to more detailed circuit descriptions. The overall description shall be keyed to a functional block diagram of the equipment. Circuit descriptions shall be keyed to schematic diagrams discussed in paragraph (i) below. It is recommended that for complex or special circuits, simplified schematics should be included in this section.

(g) Section V, Maintenance. The maintenance section shall contain a list of recommended test equipment, special tools, preventive maintenance instructions and corrective information. The list of test equipment shall be that recommended by the manufacturer and shall be designated by manufacturer and model number. Special tools are those items not commercially available or those that are designed specifically for the equipment being supplied. Sufficient data will be provided to enable their purchase by the Department of Veterans Affairs. Preventive maintenance instructions shall consist of those recommended by the manufacturer to preclude unnecessary failures. Procedures and the recommended frequency of performance shall be included for visual inspection, cleaning, lubricating, mechanical adjustments and circuit calibration. Corrective maintenance shall consist of the data necessary to troubleshoot and rectify a problem and shall include procedures for realigning and testing the equipment. Troubleshooting shall include either a list of test points with the applicable voltage levels or waveforms that would be present under a certain prescribed set of conditions, a troubleshooting chart listing the symptom, probable cause and remedy, or a narrative containing sufficient data to enable a test technician or electronics engineer to determine and locate the probable cause of malfunction. Data shall also be provided describing the preferred method of repairing or replacing discrete components mounted on printed circuit boards or located in areas where special steps must be followed to disassemble the equipment. Procedures shall be included to realign and test the equipment at the completion of repairs and to restore it to its original operating condition. These procedures shall be supported by the necessary waveforms and voltage levels, and data for selecting matched components. Diagrams, either photographic or line, shall show the location of printed circuit board mounted components.

(h) Section VI, Replacement Parts List. The replacement parts list shall list, in alphanumeric order, all electrical/electronic, mechanical and pneumatic components, their description, value and tolerance, true manufacturer and manufacturers' part number.

(i) Section VII, Drawings. Wiring and schematic diagrams shall be included. The drawings will depict the circuitry using standard symbols and shall include the reference designations and component values or type designators. Drawings shall be clear and legible and shall not be engineering or productions sketches.

(End of Clause)

**C.11 VAAR 852.246-70 GUARANTEE (JAN 2008)**

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

(End of Clause)

**C.12 VAAR 852.246-71 INSPECTION (JAN 2008)**

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

(End of Clause)

**C.13 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)**

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

(End of Clause)

(End of Addendum to 52.212-4)

**C.14 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2012)**

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[ ] (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

[X] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

[ ] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

[ ] (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).



- [X] (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (11) [Reserved]
- ☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- [X] (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- [X] (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- [X] (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- [X] (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [X] (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- [X] (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- [X] (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- [X] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- [X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [X] (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).



- ☐ (ii) Alternate I (MAR 2012) of 52.225-3.
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
- ☐ (iv) Alternate III (MAR 2012) of 52.225-3.
- ☒ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ☒ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- ☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - ☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
  - ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- ☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)
- ☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
  - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

## **C.15 MANDATORY WRITTEN DISCLOSURES**

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

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

See attached document: Vendor Questions and Answers - VA69D-12-R-0986 - A00002.

See attached document: ATTACHMENT A - ESTIMATED ANNUAL CHEMISTRY VOLUMES - A00002.

See attached document: ATTACHMENT B PRICING CLINS - A00002.

See attached document: ATTACHMENT C BACK-UP- EQUIPMENT REQUIREMENTS - A00002.

See attached document: Drawing 1 - Milwaukee.

See attached document: Drawing 2 - Milwaukee2.

See attached document: Drawing 3 - Madison.

See attached document: Drawing 4 - Tomah.

See attached document: Drawing 5 - Tomah (New) Lab.

See attached document: Drawing 6 - Iron MT (Existing Lab).

See attached document: Drawing 7 - Iron Mt (new) Lab.

See attached document: Drawing 8 - Appleton.

See attached document: Drawing 9 - Green Bay.

See attached document: Drawing 10 - Rockford.

See attached document: Drawing 11 - Hines Lab.

See attached document: Drawing 12 - Hines.

See attached document: Drawing 13 - Jesse Brown.

See attached document: Drawing 14 - FHCC.

See attached document: Drawing 15 - Red Rover.

See attached document: Drawing 16 - Red Rover2.

See attached document: Drawing 17 - Joliet Lab (no equipment).

See attached document: Drawing 18 - Joliet with Equipment Floor Plan.

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

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

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section  
Suite 8100 470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

(i) ASSIST (<http://assist.daps.dla.mil>).

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

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

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

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

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

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

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of Provision)

## ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS ---COMMERCIAL ITEMS

The Government will entertain only offers for new equipment.

1. **Submittal of Proposal:** Offerors shall submit separate sealed envelopes when returning their signed proposal.

**ENVELOPE NO. 1 – PRICING INFORMATION** – Shall contain one (1) “complete” copy of the original signed RFP with pricing, Attachment B CLIN PRICE SCHEDULE (all costs for tests shall be inclusive of consumables and reagents to perform the tests in Attachment A.), and completed 52.212-3, Contractor’s Certifications and Representations.

**No Technical Information should be contained in this package.**

**ENVELOPE NO. 2 – TECHNICAL INFORMATION ONLY** - Offerors shall submit FIVE (5) copies of the Technical Information which shall consist at a minimum of the items identified below.

**No pricing information shall be contained in this package.**

All completed and signed copies of the proposal shall be delivered to the address specified in Block 9 of the Standard Form 1449. All envelopes shall be clearly marked with the RFP number in the lower left hand corner.

- a. If providing an alternate proposal, do not line through any portion of this solicitation but provide written documentation to address all suggested changes.

**2. Technical Proposal:** Purpose: The technical proposal will primarily determine the qualifications and capability of the offeror to participate in this contract. It should be specific and complete in every detail. The proposal should be concise and provide sufficient information to demonstrate the offeror's capacity to satisfactorily perform the task outlined below:

- a. Contractors shall detail any infrastructure modifications that are required, i.e. utilities, to house their instrumentation any modifications needed to the site in order to accommodate the proposed equipment must be detailed to include the following:

- Power availability
- Space availability
- Other utility availability (including water)
- Increase heat load affecting air conditioning
- Specialized ventilation if required
- Special finishes required
- Carts for non-floor standing instrumentation

Any proposal containing modifications that are not considered feasible by the VA will not be considered for award.

- b. Contractors shall provide a description of all ancillary support equipment that is needed to operate the instrumentation as defined in the solicitation and indicate whether the contractor will be providing the equipment (at no additional cost to the government). See section 3.4.8.5 for requirements.

- c. Contractors shall report the mean failure rate of the equipment offered. See section 3.4.7.10 for requirements.

- d. Contractors shall provide commercial literature and other information describing their compliance with the requirements listed in sections:

3.4. GENERAL REQUIREMENTS – INSTRUMENTATION SYSTEM,

3.5 GENERAL REQUIREMENTS –WARRANTY MAINTENANCE AND REPAIR SERVICE,  
And,

3.6 GENERAL REQUIREMENTS – REAGENTS and CONSUMABLE SUPPLIES.

If the commercial literature does not directly address specific specifications identified in this solicitation, the Contractor is required to indicate compliance with those specifications in written format.

- e. Contractors shall provide documentation and/or certification that the instrumentation and/or reagents offered will perform testing with a precision as defined by the 1988 Clinical Laboratory Improvement Act (CLIA) and the Clinical Laboratory Standards Institute (CLSI).

f. Contractors shall provide a fully completed Price Schedule (Attachment B) for testing (minus pricing).

g. Contractors shall provide CAD drawings for each laboratory proposing the location and orientation of their equipment based on the maximum foot print detailed in the solicitation.

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

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

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

<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

### **(A) FEDERAL ACQUISITION REGULATIONS 48 CFR CHAPTER 1**

<u><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

## **E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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



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

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

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

(End of Provision)

#### **E.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

#### **E.5 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)**

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

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

(b) 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.

(End of Provision)

#### **E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Great Lakes Acquisition Center

Hand-Carried Address:

Department of Veteran Affairs  
GLAC (69D)  
115 South 84th Street, Suite 101  
Milwaukee WI 53214-1476

Mailing Address:

Department of Veterans Affairs  
GLAC (69D)  
115 South 84th Street, Suite 101  
Milwaukee WI 53214-1476

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

(End of Provision)

**E.7 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)**

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the Food and Drug Administration (FDA) and Clinical and Laboratory Standards Institute (CLSI) as to . The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

**E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

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

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

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

(End of Provision)

**E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

**E.10 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer. [Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

**E.11 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION (NOV 2011)**

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

"Person"--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"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)).

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

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) 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; and

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if--

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

**E.12 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

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

(End of Provision)

**E.13 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)**

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

(End of Addendum to 52.212-1)

**E.14 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(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:

The evaluation will be conducted as a Lowest Price Technical Acceptable. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the standards for non-cost factors.

(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.15 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (APR 2012)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) 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.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

"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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, 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) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either--

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(11) *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)(11)(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 Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act--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, 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 Act-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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":



REVISED SECTION B – VA69D-12-R-0986 – A00002

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, 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 Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.	
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) *Buy American Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

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

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

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, 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, 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 Act. 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 \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples*.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act 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 a central contractor registration database to be eligible for award.)

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent*.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

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

(1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that--

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

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

(o) *Sanctioned activities relating to Iran*.

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

(2) *Representation and Certification.* 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; and

(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.

(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.

(End of Provision)