

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE
4. ORDER NO.	5. SOLICITATION NUMBER
	6. SOLICITATION ISSUE DATE
	36C25623Q1650
	08-10-2023

7. FOR SOLICITATION INFORMATION CALL:	a. NAME LaTonya Mack	b. TELEPHONE NO. (No Collect Calls) 601-362-4471 ext 6365	8. OFFER DUE DATE/LOCAL TIME 08-15-2023 11am CDT
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9. ISSUED BY Department of Veterans Affairs G.V. (Sonny) Montgomery VAMC  1500 E. Woodrow Wilson Dr. Jackson MS 39216	CODE 00586	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 333310 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A
			14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP

15. DELIVER TO Department of Veterans Affairs Central Arkansas Veterans Healthcare Sys Deliver to: bldg 2200 Fort Roots Drive North Little Rock AR 72114	CODE 00598	16. ADMINISTERED BY Department of Veterans Affairs G.V. (Sonny) Montgomery VAMC A&MM Service (90C) 715 South Pear Orchard Road Ridgeland MS 39157	CODE 10N16
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17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ UEI: _____ EFT: _____	FACILITY CODE _____	18a. PAYMENT WILL BE MADE BY FSC e-Invoice Payment <a href="http://www.fsc.va.gov/fsc/einvoice.asp">http://www.fsc.va.gov/fsc/einvoice.asp</a> Invoice Setup Information 1-877-489-6135 invoice must be submitted electronically PHONE: 1-877-489-6135 FAX: _____	CODE _____
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <small>See CONTINUATION Page</small>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA <small>See CONTINUATION Page</small>	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
30c. DATE SIGNED	31c. DATE SIGNED

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## STATEMENT OF WORK

**Description of Use** – Nilfisk Liberty SC50 is precise, meticulous, and easy to use. It gets into those nooks and crannies you might otherwise miss, and it does it every single time. In fact, operators – and most autonomous cleaning machines – typically miss 15% of a space. But Nilfisk Liberty SC50’s unique technology lets you map out a route that delivers between 98% and 99.5% coverage. You can do it with no help from us or anyone else. And as soon as the SC50 has cleaned an area once, it precisely retraces the same path again, and again, and again. The C&A requirements do not apply and a Security Accreditation Package is not required.

### **Technical Specifications – 6 Each SC50 REV Orbital with Factory Installed UV Light Kit**

<b>GENERAL</b>	Machine shall be an autonomous 20-inch three-wheel battery-powered stand-on automatic scrubber with the ability to scrub and vacuum in one pass.
<b>CLEANING MODES</b>	Machine shall be operational in both autonomous and manual cleaning modes.
<b>AUTONOMOUS PLAN CREATION</b>	Machine shall offer two modes of autonomous cleaning: <ul style="list-style-type: none"> <li>• CopyCat mode shall replicate exactly what the operator does in a single manual ride and play it back each time thereafter. Machine shall replicate when/where the operator adjusts down pressure, vacuum power, solution flow, and water.</li> <li>• Fill-In mode shall allow the operator to drive the perimeter of a room once and automatically calculate the most efficient route to scrub each inch of the area and avoid obstacles along the way each time thereafter.</li> </ul>
<b>SAFETY</b>	Machine shall be certified to meet the CSA (Canadian Standards Association) and ANSI (American National Standards Institute) autonomous safety standards: <ul style="list-style-type: none"> <li>• CSA/ANSI C22.2#336:2018 Ed.1</li> <li>• UL 60335-1:2016 ED.6</li> <li>• UL 60335-2-72:2017 Ed.1</li> <li>• CSA C22.2#60335-1:2016 Ed.2</li> <li>• CSA C22.2#60335-2-72:2017 Ed.1</li> <li>• <b>UVGI Ultraviolet germicidal irradiation</b> for disinfecting while cleaning- Factory installed</li> </ul> <p>Machine shall have a separate safety system independent of the mapping, obstacle system, and path planning. It shall override autonomous system and can stop immediately if an unsafe event is detected. Shall have drop-off sensors to detect drop-offs like a loading dock, stairs, escalators, etc. Machine shall notify people around the machine of direction with turn signals.</p>
<b>AUTONOMOUS RUN TIME</b>	Machine shall operate up to 5-6 hours autonomously on a single charge (floor type dependent) and up to 2.5 hours of uninterrupted cleaning between dump and refill.
<b>OPERATOR ALERTS</b>	Machine shall alert the operator as soon as it needs assistance or is ready for another task. Operator will receive an SMS message directly to their cell phone with all the details. Operator shall be able to

	subscribe and unsubscribe to this service as they choose with a simple text message.
<b>WIRELESS FIDELITY AND MACHINE COMMUNICATION</b>	Machine shall communicate via WiFi/4G/etc. with devices and other machines for maintenance, troubleshooting and data transmission for other purposes.
<b>DARK/BRIGHT OPERATION</b>	<p>Machine shall operate autonomously with or without the lights on with no compromise to safety using infrared sensors and cameras to sense and detect position and obstacles. This allows for a reduction in facility costs by operating with less lights and HVAC systems running.</p> <p>Machine shall also be unaffected by harsh bright lights while operating autonomously.</p> <p>Equipped with SC50-UV light for disinfecting surfaces while scrubbing located on the back of the scrubber.</p>
<b>MAXIMUM AUTONOMOUS SPEED</b>	Machine shall operate autonomously at a speed of 2.35 mph.
<b>OBSTACLE DETECTION</b>	Machine shall sense an obstacle up to 80 feet ahead on the cleaning path and automatically create a safe path around without stopping. When an obstacle is suddenly added to the cleaning path, the machine shall stop and determine a safe route around the obstacle.
<b>DIGITAL SERVICES</b>	<p>Customer shall have full access to reports, updated daily, that tracks and details autonomous/manual run time, time of the day operation, and error messages.</p> <p>Customer shall have access to TrackClean which records operational data of your fleet and ensures transparency. TrackClean data includes machine working time, the machine down time, time of day that each activity occurred, the geographic location of the machine 24/7, Machine ID, and as an option can include information about the operator through the Smart Key system.</p> <p>Customer shall have access to the Site Assist app to provide the site manager with real-time machine usage data and send notifications if there are deviations in start time or performance.</p>
<b>GRADEABILITY</b>	Shall be a minimum of 8.2 degrees for transport mode, 4.5 degrees in manual cleaning mode, and 2.8 degrees in autonomous cleaning mode.
<b>SOFTWARE UPDATES</b>	Software updates shall be provided free of charge and installed on the machine as soon as possible through the machines interface.
<b>IT SECURITY</b>	Machine shall have secure communication ensure by IT encryption standards to prohibit any unauthorized party to access machine data or machine directly. No physical driving possible through remote machine access or maleficent self-driving software updates.
<b>SMART KEY SYSTEM</b>	<p>Machine shall use a two-key system to enable supervisors to configure the machine to best fit their facility. Lock out certain features like double down pressure, higher flow rates to reduce damage and operating costs. Assign keys to individual users to see who has been operating the machines.</p> <ul style="list-style-type: none"> <li>• Yellow Supervisor Key: Allows for creating new autonomous cleaning plans and deleting old ones. Can also configure the machine to exact parameters for the most efficient clean.</li> <li>• Blue Operator Key: Can only play back an autonomous</li> </ul>

	cleaning path, can't create new ones or delete old ones.
<b>CLEANING PATHS</b>	<p>The machine shall be available in the following configuration:</p> <ul style="list-style-type: none"> <li>• 20-inch Orbital for the scrub system shall be a dual random orbital scrubbing system that utilizes one 20" scrub pad. Each pad shall have two rotational speeds. The micro orbit speed shall be 2,250 RPM in ¼ inch (.64 cm) orbits, and it shall be no greater than 10 RPMs for floor finish removal. Using one 0.74 hp (550 Watt) brush drive motor shall be used to drive the pad driver, onboard detergent dispensing system, onboard battery charger with a removable pad holder.</li> </ul>
<b>SOUND LEVEL</b>	<p>Sound pressure level shall not exceed 63 dB A when measured in accordance with IEC 60704-1/ISO 11201 for operator safety, comfort and daytime cleaning of occupied spaces. The machine shall also have a quiet mode that further reduces the sound level to 60 dB A in noise sensitive environments.</p>
<b>DETERGENT CONSERVATION SYSTEM</b>	<p>Machine shall have as standard an onboard detergent dispensing system (EcoFlex onboard detergent dispensing system) utilizing a 1.3 gallon refillable cartridge that allows the use of any manufacturers' detergent, operates at all available flow rates, and allows the quick interchange of multiple detergent cartridges for varied cleaning applications.</p> <p>The system must be able to clean in four distinct modes to minimize costs, reduce labor, and ensure environmental sustainability.</p> <ul style="list-style-type: none"> <li>• Chemical-free cleaning (zero detergent)</li> <li>• Ultra-low detergent strength (weak detergent)</li> <li>• Full Detergent strength (strong detergent)</li> <li>• Burst of Power (60 second increase in detergent strength, brush pressure and solution flow)</li> </ul> <p>The onboard detergent system shall be capable of accurately diluting detergents at the following ratios at any flow rate.</p> <ul style="list-style-type: none"> <li>• 400:1, ¼ oz/gal, 0.25%</li> <li>• 300:1, - oz/gal, 0.3%</li> <li>• 256:1, ½ oz/gal, 0.4%</li> <li>• 200:1, - oz/gal, 0.5%</li> <li>• 150:1, - oz/gal, 0.66%</li> <li>• 128:1, 1 oz/gal, 0.8%</li> <li>• 100:1, - oz/gal, 1%</li> <li>• 64:1, 2 oz/gal, 1.5%</li> <li>• 50:1, 2.5 oz/gal, 2%</li> <li>• 32:1, 4 oz/gal, 3%</li> </ul>
<b>WATER CONSERVATION SYSTEM</b>	<p>Orbital machines shall come standard with a calibrated low solution flow rate setting (Smart Solutions™) that consistently and repeatably sets a low solution flow rate to increase the per tank run time or productivity per tank full thereby lowering detergent costs, labor cost and reducing environmental impact.</p> <p><b>REV ORBITAL:</b></p> <ul style="list-style-type: none"> <li>• Low flow rate: 0.11 GPM</li> <li>• Medium flow rate: 0.16 GPM</li> <li>• High flow rate: 0.23 GPM</li> </ul>
<b>SOLUTION TANK</b>	The machine shall have a rotomolded solution tank with a

<b>SYSTEM</b>	minimum capacity of 15 gallons to provide the required level of productivity. The tank shall have both a front and rear fill port to increase productivity when filling. The solution tank output shall be filtered by an externally mounted filter that can be cleaned without reaching into a full solution tank with chemicals or dumping fresh chemicals into the wastewater stream.
<b>SQUEEGEE SYSTEM</b>	The squeegee shall have tool free front and rear blade replacement with no loose fasteners than can become lost, requiring replacement. The rear blade shall be held on with a simple stainless-steel strap and clamp that releases the blade, so it can be changed quickly and easily while working to ensure a safe and dry floor. The squeegee shall have as standard, premium abrasion and petroleum resistant polyurethane blades for long life and lower operating costs. The squeegee system shall have an integrated kickstand that elevates the rear squeegee for double scrubbing applications.
<b>BATTERY</b>	Machine shall be equipped with 255 AH AGM maintenance free batteries for power.
<b>TRAINING &amp; WARRANTY</b>	No Freight Charges includes training programming and includes 3 years full service is defined as 2 preventative maintenance visits per year and warranty related-parts, travel and labor. Nilfisk may utilize remote diagnostics service. Customer is required to complete training upon delivery and install of machine, provided by Nilfisk representative.
<b>UVGI DISINFECTING LIGHT</b>	<p>It is the only 3<sup>rd</sup> party approved and certified CSA/ANSI C22.2 No.336-17 for the Robotic Scrubber as we need the utmost security and safety for staff and patients. The Nilfisk Liberty SC50 bears the cETLus Mark. Intertek, an OSHA recognized NRTL, has tested and certified that it meets the applicable published standards in the US and Canada including the new robotic standard.</p> <p>The SC50 technology partner, Carnegie Robotics, designed a specialized UV-C attachment to provide high-efficiency, thermally stable, long-life disinfection capability.</p> <p>This robot is widely used germicidal solution. This system unlike any of the others, use UV-C light deactivates the DNA of bacteria, virus, and pathogens, destroying their ability to multiply, and cause disease, during this pandemic. It is the only unit that offers this feature with full surrounded closure so as not to expose any staff or patients to any harmful rays. We have precautions in place for our procedures use to clean patients' rooms with UV Light Systems within patient rooms by closing-down room without exposure and lockdown with outside room activation. We want to be sure we employ the same safety measures to our Robotic Scrubbers. The other Robots similar to the SC50 has limited research, concerning the elimination of SARS-CoV-2 from different floor surfaces using enclosed UV-Light.</p> <p>The UV-C light is emitted directly at the floor, in close-proximity, with enclosed barriers so not to expose personnel, and at a dosage level that can adequately target coronavirus and other pathogens.</p> <p>If the service can get this technology, it will help with productivity, as</p>

	<p>well as free staff up to combat Covid-19. The Robot has the latest technology, which is it has Intuitive programming, easy operation, and trackable performance data. The other system in the market don't have any of this type of capability like the define the Liberty SC50.</p>
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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C256

Department of Veterans Affairs

G.V. (Sonny) Montgomery VAMC

1500 E. Woodrow Wilson Dr.

Jackson MS 39216

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

52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other

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

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

AMENDMENT NO	DATE

## B.2 PRICE/COST SCHEDULE

### ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1 Liberty SC50 Autonomous 20" REV SCRUBBER WITH UVGI LIGHT KIT LOCAL STOCK NUMBER: 56394521	6.00	EA		
				<b>GRAND TOTAL</b>	

## B.3 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	6.00	

## SECTION C - CONTRACT CLAUSES

### C.1 FSS RFQ INTRODUCTORY LANGUAGE

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to all Blanket Purchase Agreements (BPA) and task or delivery orders issued under the contract as a result of this RFQ. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the BPA or task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the FSS contract. Any unique terms and conditions of a BPA or order issued under the contract that are not a part of the applicable FSS contract will govern. In the event of an inconsistency between the terms and conditions of a BPA or task/delivery order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

### C.2 VAAR 852.208-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS – ORDERS or BPAs (JAN 2023) (DEVIATION)

(a) In an effort to increase contracting opportunities for Veterans, depending on the evaluation factors included in the solicitation, VA will evaluate responses received based on the schedule Contractor's certified service-disabled veteran-owned small business/veteran-owned small business (SDVOSB/VOSB) status; and/or their proposed use of certified SDVOSB/VOSB listed in the SBA certification database on the SBA Veteran Small Business Certification Program portal at <https://veterans.certify.sba.gov/> (see 13 CFR 128) as subcontractors or teaming partners.

(b) To receive credit under this clause a contractor or subcontractor must be listed, at time of submission of offer/quotes and at time of award, as certified SDVOSB/VOSB in the SBA certification database on the SBA Veteran Small Business Certification Program portal at <https://veterans.certify.sba.gov/> (see 13 CFR 128) and be otherwise eligible in accordance with SBA size Standards for the acquisition and limitations on subcontracting requirements set forth in SBA regulations (see 13 CFR 121, 125 and 128.).

(c) A certified SDVOSB listed in the SBA certification database schedule holder will receive full credit, and a certified VOSB listed in the SBA certification database schedule holder will receive partial credit for the SDVOSB/VOSB status evaluation factor.

(d) Offerors other than SDVOSBs or VOSBs proposing to use certified SDVOSBs/VOSBs listed in the SBA certification database as subcontractors/teaming partners, will receive some consideration under this evaluation factor. To receive consideration, offerors must provide in their proposals:

(1) The name(s) and contact information of the certified SDVOSB(s)/VOSB(s) listed in the SBA certification database with whom they intend to team or subcontract.

(2) A brief description of the proposed team or subcontractor(s) arrangement.

(3) The approximate dollar value of the proposed teaming arrangements or subcontract(s).

(4) Evidence of teaming partner/ subcontractor's listing in the SBA certification database.

(e) Pursuant to 38 U.S.C. 8127(g), any business concern that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB/VOSB status is subject to debarment for a period of not less than five years. This includes the debarment of all principals in the business.

(End of Clause)

### **C.3 VAAR 852.208-71 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTOR COMMITMENTS-ORDERS AND BPAS (JAN 2023) (DEVIATION)**

(a) The Contractor agrees, if selected on the basis of having certified service-disabled veteran-owned small business (SDVOSB) or veteran-owned small business (VOSB) status (see 13 CFR 128), to comply with the eligibility requirements in subpart 819.70, including the limitation on subcontracting requirements at 13 CFR 125.6.

(b) The Contractor agrees, if selected for award on the basis of teaming/subcontracting in accordance with 852.208–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors—Orders and BPAs, to use the evaluated firm(s) as proposed or if approved by contracting officer to substitute one or more certified SDVOSB/VOSB listed in the SBA certification database for work of the same or similar value.

(c) Pursuant to 38 U.S.C. 8127(g), any business concern that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB/VOSB status is subject to debarment for a period of not less than five years. This includes the debarment of all principals in the business.

(End of Clause)

### **C.4 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)**

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

### **C.5 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):

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
852.203-70	COMMERCIAL ADVERTISING	MAY 2018

## **C.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)**

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.246-71	REJECTED GOODS	OCT 2018

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or

services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

## **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):

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

### **E.3 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

(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: Based on Lowest Price Technically Acceptable (LPTA) Specifications and product literature shall be provided to ensure item meets the salient characteristics identified in the Statement of Work and/or Price/Cost Schedule.

•"The contractor should provide dealer authorization letter with their offer"

END OF DOCUMENT

Brand Name or Equal-Nilfisk Liberty SC50 Autonomous Scrubber with UVGI Light