

Table of Contents

SECTION B - CONTINUATION OF SF 1449 BLOCKS	4
B.1 GOVERNING LAW	4
B.2 CONTRACT ADMINISTRATION DATA	4
B.3 PRICE SCHEDULE	5
B.4 PERFORMANCE WORK STATEMENT	14
1.0 BACKGROUND	15
2.0 APPLICABLE DOCUMENTS	15
3.0 SCOPE OF WORK	15
4.0 PERFORMANCE DETAILS	15
4.1 PERFORMANCE PERIOD	15
4.2 PLACE OF PERFORMANCE	16
4.3 TRAVEL	17
5.0 SPECIFIC TASKS AND DELIVERABLES	17
5.1 PROJECT MANAGEMENT	17
5.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN	17
5.1.2 REPORTING REQUIREMENTS	17
5.2 MAINTENANCE	18
5.3 REPAIR SERVICES AND EMERGENCY EQUIPMENT RENTAL	18
REPAIR SERVICES	18
EMERGENCY EQUIPMENT RENTAL	19
6.0 GENERAL REQUIREMENTS	19
6.1 ENTERPRISE AND IT FRAMEWORK	19
6.2 SECURITY AND PRIVACY REQUIREMENTS	20
6.2.1 POSITION/TASK RISK DESIGNATION LEVEL(S)	20
6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS	21
6.3 METHOD AND DISTRIBUTION OF DELIVERABLES	22
6.4 PERFORMANCE METRICS	22
6.5 FACILITY/RESOURCE PROVISIONS	23
6.6 GOVERNMENT FURNISHED PROPERTY	23
ADDENDUM A	24
ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE	25
SECTION C - CONTRACT CLAUSES	27
C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	27
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)	27
C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	33
C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)	34

C.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)	34
SECTION E - SOLICITATION PROVISIONS	36
E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	36
E.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)	36
E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2015).....	38
E.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)	52
E.5 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)	53
E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	54
E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)	54
E.8 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)	54
E.9 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003).....	55
E.10 BASIS FOR AWARD	55
E.11 RESPONSE INSTRUCTIONS	55

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 GOVERNING LAW

Federal law and regulations, including the Federal Acquisition Regulations (“FAR”), shall govern this Order. Commercial license agreements may be made a part of this Order but only if both parties expressly make them an addendum. If the commercial license agreement is not made an addendum, it shall not apply, govern, be a part of or have any effect whatsoever on the Order; this includes, but is not limited to, any agreement embedded in the computer software (clickwrap) or any agreement that is otherwise delivered with or provided to the Government with the commercial computer software or documentation (shrinkwrap), or any other license agreement otherwise referred to in any document. If a commercial license agreement is made an addendum, only those provisions addressing data rights regarding the Government’s use, duplication and disclosure of data (e.g., restricted computer software) are included and made a part of this Order, and only to the extent that those provisions are not duplicative or inconsistent with Federal law, Federal regulation, the incorporated FAR clauses and the provisions of this Order.; those provisions in the commercial license agreement that do not address data rights regarding the Government’s use, duplication and disclosure of data shall not be included or made a part of the Order. Federal law and regulation including, without limitation, the Contract Disputes Act (41 U.S.C. § 7101 *et seq.*), the Anti-Deficiency Act (31 U.S.C. § 1341 *et seq.*), the Competition in Contracting Act (41 U.S.C. § 3301 *et seq.*), the Prompt Payment Act (31 U.S.C. § 3901 *et seq.*), Contracts for Data Processing or Maintenance (38 USC § 5725), and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control, and render ineffective any inconsistent, conflicting, or duplicative provision in any commercial license agreement. In the event of conflict between this Clause and any provision in the Contract/Order or the commercial license agreement or elsewhere, the terms of this Clause shall prevail. Claims of patent or copyright infringement brought against the Government as a party shall be defended by the U.S. Department of Justice (DOJ). 28 U.S.C. § 516. At the discretion of DOJ, the Contractor may be allowed reasonable participation in the defense of the litigation. Any additional changes to the Contract/Order must be made by contract/order modification (Standard Form 30) and shall only be effected by a warranted Contracting Officer. Nothing in this Contract/Order or any commercial license agreement shall be construed as a waiver of sovereign immunity.

B.2 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: Kelly Generator & Electric, Inc.
- b. GOVERNMENT: Contracting Officer 0010B Kendra Archbald

Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown, NJ 07724

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 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 [X] Upon Deliverable Receipt

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

Department of Veterans Affairs
 Financial Services Center
 PO Box 149971
 Austin, TX 78714-8971

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

AMENDMENT NO	DATE

B.3 PRICE SCHEDULE

SCHEDULE FOR DELIVERABLES

Note: Days used in the table below refer to calendar days unless otherwise stated. Deliverables with due dates falling on a weekend or holiday shall be submitted the following Government work day after the weekend or holiday.

Inspection: Destination

Acceptance: Destination

FOB: Destination

BASE PERIOD					
The Period of Performance shall be 12 months from award.					
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE

0001	<p>Project Management In Accordance With (IAW) Performance Work Statement (PWS) paragraph 5.1</p> <p>This CLIN includes all tasks, labor, and materials required for the successful completion of the services detailed in PWS paragraphs 4.3 and 5.1.</p> <p>The cost of CLIN 0001 shall be included in and allocated to CLIN 0002 and 0003.</p>	1	LO	NSP	NSP												
0002	<p>Maintenance IAW PWS paragraph 5.2</p> <p>This FFP CLIN includes all labor, travel, parts, and equipment required for the successful completion of the services detailed in paragraph 5.2 of the PWS.</p>	12	MO	\$	\$												
0003	<p>Repair Services and Emergency Equipment Rental IAW PWS paragraph 5.3</p> <p>It is estimated that an unknown amount of emergency repairs may take place. The price shall be negotiated on a FFP basis. The Government shall utilize the proposed FFP labor rates as set forth below:</p> <table><tr><td>Labor Category</td><td>Rate</td><td>Est. Hours</td></tr><tr><td>Service Technician, Regular Hours</td><td>\$</td><td>30</td></tr><tr><td>Service Technician, After Hours/ Evenings</td><td>\$</td><td>15</td></tr><tr><td>Service Technician,</td><td>\$</td><td>15</td></tr></table>	Labor Category	Rate	Est. Hours	Service Technician, Regular Hours	\$	30	Service Technician, After Hours/ Evenings	\$	15	Service Technician,	\$	15	1	LO	NA	NTE \$
Labor Category	Rate	Est. Hours															
Service Technician, Regular Hours	\$	30															
Service Technician, After Hours/ Evenings	\$	15															
Service Technician,	\$	15															

	Weekends and Holidays						
This FFP CLIN includes all labor, travel, parts, and equipment required for the successful completion of the services detailed in paragraph 5.3 of the PWS.							
BASE TOTAL							\$
OPTION PERIOD ONE							
This Option may be exercised by the Government in accordance with FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000). <u>Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of the base period.</u>							
The Period of Performance shall be 12 months from award.							
LINE ITEM	DESCRIPTION			QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Project Management In Accordance With (IAW) Performance Work Statement (PWS) paragraph 5.1 This CLIN includes all tasks, labor, and materials required for the successful completion of the services detailed in PWS paragraphs 4.3 and 5.1. The cost of CLIN 1001 shall be included in and allocated to CLIN 1002 and 1003.			1	LO	NSP	NSP
1002	Maintenance IAW PWS paragraph 5.2 This FFP CLIN includes all labor, travel, parts, and equipment required for the successful completion of the services detailed in paragraph 5.2 of the PWS.			12	MO	\$	\$

1003	Repair Services and Emergency Equipment Rental IAW PWS paragraph 5.3	1	LO	NA	NTE \$												
	It is estimated that an unknown amount of emergency repairs may take place. The price shall be negotiated on a FFP basis. The Government shall utilize the proposed FFP labor rates as set forth below:																
	<table><tr><td>Labor Category</td><td>Rate</td><td>Est. Hours</td></tr><tr><td>Service Technician, Regular Hours</td><td>\$</td><td>30</td></tr><tr><td>Service Technician, After Hours/ Evenings</td><td>\$</td><td>15</td></tr><tr><td>Service Technician, Weekends and Holidays</td><td>\$</td><td>15</td></tr></table>					Labor Category	Rate	Est. Hours	Service Technician, Regular Hours	\$	30	Service Technician, After Hours/ Evenings	\$	15	Service Technician, Weekends and Holidays	\$	15
	Labor Category					Rate	Est. Hours										
	Service Technician, Regular Hours					\$	30										
Service Technician, After Hours/ Evenings	\$	15															
Service Technician, Weekends and Holidays	\$	15															
This FFP CLIN includes all labor, travel, parts, and equipment required for the successful completion of the services detailed in paragraph 5.3 of the PWS.																	
OPTION PERIOD ONE TOTAL					\$												
OPTION PERIOD TWO																	
This Option may be exercised by the Government in accordance with FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000). <u>Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of the base period.</u>																	
The Period of Performance shall be 12 months from award.																	

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE									
2001	<p>Project Management In Accordance With (IAW) Performance Work Statement (PWS) paragraph 5.1</p> <p>This CLIN includes all tasks, labor, and materials required for the successful completion of the services detailed in PWS paragraphs 4.3 and 5.1.</p> <p>The cost of CLIN 2001 shall be included in and allocated to CLIN 2002 and 2003.</p>	1	LO	NSP	NSP									
2002	<p>Maintenance IAW PWS paragraph 5.2</p> <p>This FFP CLIN includes all labor, travel, parts, and equipment required for the successful completion of the services detailed in paragraph 5.2 of the PWS.</p>	12	MO	\$	\$									
2003	<p>Repair Services and Emergency Equipment Rental IAW PWS paragraph 5.3</p> <p>It is estimated that an unknown amount of emergency repairs may take place. The price shall be negotiated on a FFP basis. The Government shall utilize the proposed FFP labor rates as set forth below:</p> <table><tr><td>Labor Category</td><td>Rate</td><td>Est. Hours</td></tr><tr><td>Service Technician, Regular Hours</td><td>\$</td><td>30</td></tr><tr><td>Service Technician, After Hours/</td><td>\$</td><td>15</td></tr></table>	Labor Category	Rate	Est. Hours	Service Technician, Regular Hours	\$	30	Service Technician, After Hours/	\$	15	1	LO	NA	NTE \$
Labor Category	Rate	Est. Hours												
Service Technician, Regular Hours	\$	30												
Service Technician, After Hours/	\$	15												

	Evenings						
	Service Technician, Weekends and Holidays	\$	15				
This FFP CLIN includes all labor, travel, parts, and equipment required for the successful completion of the services detailed in paragraph 5.3 of the PWS.							
OPTION PERIOD TWO TOTAL							\$
<p align="center">OPTION PERIOD THREE</p> <p>This Option may be exercised by the Government in accordance with FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000). <u>Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall commence immediately after expiration of the base period.</u></p> <p align="center">The Period of Performance shall be 12 months from award.</p>							
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE		
3001	<p>Project Management In Accordance With (IAW) Performance Work Statement (PWS) paragraph 5.1</p> <p>This CLIN includes all tasks, labor, and materials required for the successful completion of the services detailed in PWS paragraphs 4.3 and 5.1.</p> <p>The cost of CLIN 3001 shall be included in and allocated to CLIN 3002 and 3003.</p>	1	LO	NSP	NSP		
3002	<p>Maintenance IAW PWS paragraph 5.2</p> <p>This FFP CLIN includes all labor, travel, parts, and equipment</p>	12	MO	\$	\$		

	required for the successful completion of the services detailed in paragraph 5.2 of the PWS.																
3003	<p>Repair Services and Emergency Equipment Rental IAW PWS paragraph 5.3</p> <p>It is estimated that an unknown amount of emergency repairs may take place. The price shall be negotiated on a FFP basis. The Government shall utilize the proposed FFP labor rates as set forth below:</p> <table><tr><td>Labor Category</td><td>Rate</td><td>Est. Hours</td></tr><tr><td>Service Technician, Regular Hours</td><td>\$</td><td>30</td></tr><tr><td>Service Technician, After Hours/ Evenings</td><td>\$</td><td>15</td></tr><tr><td>Service Technician, Weekends and Holidays</td><td>\$</td><td>15</td></tr></table> <p>This FFP CLIN includes all labor, travel, parts, and equipment required for the successful completion of the services detailed in paragraph 5.3 of the PWS.</p>	Labor Category	Rate	Est. Hours	Service Technician, Regular Hours	\$	30	Service Technician, After Hours/ Evenings	\$	15	Service Technician, Weekends and Holidays	\$	15	1	LO	NA	NTE \$
Labor Category	Rate	Est. Hours															
Service Technician, Regular Hours	\$	30															
Service Technician, After Hours/ Evenings	\$	15															
Service Technician, Weekends and Holidays	\$	15															
OPTION PERIOD THREE TOTAL					\$												
OPTION PERIOD FOUR																	
This Option may be exercised by the Government in accordance with FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000). <u>Work shall not commence until, and unless, a formal modification is issued by the Contracting Officer. If exercised, this option shall</u>																	

<u>commence immediately after expiration of the base period.</u>											
The Period of Performance shall be 12 months from award.											
LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE						
4001	<p>Project Management In Accordance With (IAW) Performance Work Statement (PWS) paragraph 5.1</p> <p>This CLIN includes all tasks, labor, and materials required for the successful completion of the services detailed in PWS paragraphs 4.3 and 5.1.</p> <p>The cost of CLIN 4001 shall be included in and allocated to CLIN 4002 and 4003.</p>	1	LO	NSP	NSP						
4002	<p>Maintenance IAW PWS paragraph 5.2</p> <p>This FFP CLIN includes all labor, travel, parts, and equipment required for the successful completion of the services detailed in paragraph 5.2 of the PWS.</p>	12	MO	\$	\$						
4003	<p>Repair Services and Emergency Equipment Rental IAW PWS paragraph 5.3</p> <p>It is estimated that an unknown amount of emergency repairs may take place. The price shall be negotiated on a FFP basis. The Government shall utilize the proposed FFP labor rates as set forth below:</p> <table><tr><td>Labor Category</td><td>Rate</td><td>Est. Hours</td></tr><tr><td>Service Technician,</td><td>\$</td><td>30</td></tr></table>	Labor Category	Rate	Est. Hours	Service Technician,	\$	30	1	LO	NA	NTE \$
Labor Category	Rate	Est. Hours									
Service Technician,	\$	30									

	Regular Hours						
	Service Technician, After Hours/ Evenings	\$	15				
	Service Technician, Weekends and Holidays	\$	15				
This FFP CLIN includes all labor, travel, parts, and equipment required for the successful completion of the services detailed in paragraph 5.3 of the PWS.							
OPTION PERIOD FOUR TOTAL							\$
BASE PLUS ALL OPTIONS TOTAL							\$

B.4 PERFORMANCE WORK STATEMENT



PERFORMANCE WORK STATEMENT (PWS)

DEPARTMENT OF VETERANS AFFAIRS

Office of Information & Technology,

Enterprise Operations – Quantico Information Technology Center

Generator Maintenance and Repairs for Quantico and Culpeper Data Centers

May 7, 2015

TAC-15-19774

PWS Version Number: 13.0

1.0 BACKGROUND

The mission of the Department of Veterans Affairs (VA), Office of Information & Technology (OI&T), Service Delivery and Engineering, Enterprise Operations is to provide support to VA Departments including VA Administration departments. This is to provide IT support for the Administrations that benefits and provides services to Veterans of the United States. In meeting these goals, OI&T strives to provide high quality, effective, and efficient Information Technology (IT) services to those responsible for providing care to the Veterans at the point-of-care as well as throughout all the points of the Veterans' health care in an effective, timely and compassionate manner. VA depends on Information Management/Information Technology (IM/IT) systems to meet mission goals.

Enterprise Operation's Quantico Information Technology Center (QITC) occupies space and has computer rooms (data centers) located at 5101 Russell Road and 5105 Russell Road, Quantico Virginia, and at 305 U.S. Avenue, Culpeper, VA. These data center sites have generators needed to provide backup power to the facilities. The equipment is comprised of Generac generators and related equipment. The equipment requires regular monthly inspections and maintenance to assure continuous 24x7x365 backup power for cooling and heating computer room and office space. The data centers house servers and storage and other networking equipment that is used to provide mission-critical support to the National Cemetery Administration (NCA).

2.0 APPLICABLE DOCUMENTS

In the performance of the tasks associated with this Performance Work Statement (PWS), the Contractor shall comply with the following:

1. 5 U.S.C. § 552a, as amended, "The Privacy Act of 1974"
2. 42 U.S.C. § 2000d "Title VI of the Civil Rights Act of 1964"

3.0 SCOPE OF WORK

The Contractor shall provide maintenance, and emergency or system repairs on generators and related equipment located at VA data centers located at Quantico, VA and Culpeper, VA.

4.0 PERFORMANCE DETAILS

4.1 PERFORMANCE PERIOD

The period of performance shall 12 months from date of award, with four (4) 12-month option periods, if exercised.

Any work at the Government site shall not take place on Federal holidays or weekends unless directed by the QITC Director, QITC Program Manager (PM), or Contracting Officer (CO) due to equipment failure or similar emergency which requires repair work. There are ten (10) Federal holidays set by law (USC Title 5 Section 6103) that VA follows.

Under current definitions, four are set by date:

New Year's Day	January 1
Independence Day	July 4

Veterans Day	November 11
Christmas Day	December 25

The other six are set by a day of the week and month:

4.2 PLACE OF PERFORMANCE

VA Culpeper Information Technology Center
305 U.S. Avenue
Culpeper, VA 23138

Name: Jeff Schmidt
Address: 5101 Russell Rd, Quantico, VA 22134
Voice: 703-441-3076
Email: jeff.schmidt@va.gov

4.3 TRAVEL

The Government anticipates travel under this effort to perform the tasks associated with the effort, or to meet with QITC staff as deemed necessary to address any issues with equipment maintained. Contractor shall include all estimated travel costs in the maintenance firm-fixed price line item. The total estimated number of trips to conduct maintenance is 12 site visits for each of the two (2) data center sites each year, for a total of 24 trips. Each is anticipated to last less than a day.

For separately billable emergency/repair services that are not part of maintenance, travel charges will be included as part of billed hourly labor rates.

5.0 SPECIFIC TASKS AND DELIVERABLES

5.1 PROJECT MANAGEMENT

5.1.1 CONTRACTOR PROJECT MANAGEMENT PLAN

The Contractor shall deliver a Contractor Project Management Plan (CPMP) that lays out the Contractor's work to be performed in conducting maintenance, and timeline for such work to be completed or scheduled. The CPMP shall take the form of both a narrative and graphic format that displays the schedule, milestones, and resource support. The CPMP shall also include how the Contractor shall coordinate and execute planned, routine, and ad hoc data collection reporting requests as identified within the PWS. The Contractor shall notify the Government of the completion of scheduled maintenance in accordance with the proposed schedule, including requested repairs. The requested repairs shall be separately billed when not covered under maintenance.

Deliverables:

- A. Contractor Project Management Plan

5.1.2 REPORTING REQUIREMENTS

The Contractor shall provide the QITC Director and his assigned PM, and/or COR with a Maintenance/Repair Report after each site visit in which maintenance or repairs are provided. The Report shall describe the work completed during each site visit in which maintenance or repairs are provided. This document shall be submitted in hardcopy or electronic form to the Director, COR or his assignee. This may take the form of an on-site work order or invoice before leaving the site after maintenance or repair work is conducted. The Contractor shall advise the QITC Director, PM, or COR of required repairs that fall outside the scope of maintenance before work is conducted so VA staff can provide their agreement to repair work, and to discuss work needed after hours or on weekends and holidays.

This document shall cover all work completed during the site visit. The report shall also identify any problems that arose and a description of how the problems were resolved. If problems have not been completely resolved, the Contractor shall provide an explanation including their plan and timeframe for resolving the issue. The Contractor shall monitor performance against the CPMP and report any deviations. The Contractor shall keep in communication with VA accordingly, so that issues that arise are transparent to both parties to prevent escalation of outstanding issues.

Deliverables:

**Generator Maintenance for Quantico/Culpeper Data Centers
TAC-15-19774**

A. Maintenance/Repair Report

5.2 MAINTENANCE

The Contractor shall perform maintenance and emergency or required repairs on the following equipment:

LOCATION	EQUIPMENT	MANUFACTURER	MODEL	SERIAL #	Size
5101 Russell Road, Quantico, VA 22134	Generator	Generac	10478720100	2101233	200kW
5101 Russell Road, Quantico, VA 22134	Engine	John Deere	6068HF485	PE6068L062765	6.8L
5101 Russell Road, Quantico, VA 22134	ATS	Generac	10516810100	98135	600 Amp
5105 Russell Road, Quantico, VA 22134	Generator	Generac	13298200200	2111882	130kW
5105 Russell Road, Quantico, VA 22134	Engine	FPT Industrial	F4GE9685A	J602-00893460	130KW
5105 Russell Road, Quantico, VA 22134	ATS	Generac	13298200100	105325	600 Amp
305 US Avenue, Culpeper, VA 23138	Generator	Generac	4779590100	2081454	80kW
305 US Avenue, Culpeper, VA 23138	Engine	Mitsubishi	OD5825	4034-K23927	238cc
305 US Avenue, Culpeper, VA 23138	ATS	Generac	4779590200	87330	300Amp

The preventive maintenance shall include:

- A. Twelve monthly inspections/maintenance of generators, automatic transfer switches, and related equipment at each of the datacenter sites listed above.
- B. All annual and monthly inspections and maintenance shall include the checks outlined in Addendum C for the generator and related equipment listed above.
- C. Annual maintenance visit includes changing engine oil, load bank testing, removing and replacing oil, fuel, and air filters, which shall be provided by the Contractor as part of maintenance without separate charge.
- D. Remove and clean air filters, as needed, during other (non-annual) monthly maintenance visits. This includes routine disposal of oil and filters without separate charge.

All work must be performed by Generac certified equipment technicians.

5.3 REPAIR SERVICES AND EMERGENCY EQUIPMENT RENTAL

The Contractor shall provide and perform emergency and other required repair services, and replace failed, malfunctioning, or at-risk of failure equipment, and provide short-term equipment rental when requested/required. Repair work cannot be billed for work/parts covered under maintenance. All work must be performed only by Generac certified technicians. Repairs shall only be made for work required that does not fall within the scope of regular scheduled maintenance as follows:

REPAIR SERVICES

The Contractor shall provide repair or emergency repair services when requested or needed. When the Contractor identifies or is notified by QITC staff of equipment/system failures that are not covered by

Generator Maintenance for Quantico/Culpeper Data Centers TAC-15-19774

maintenance, the Contractor shall travel to site within (2) two hours and assess and perform the required repairs. The Contractor shall have technicians readily available to complete required assessment and repairs 24 hours a day, 7 days a week, 365 days a year. The Contractors technicians must be on-site within two (2) hours of first contact/notice.

Required or emergency repairs will be billed using hourly labor rates. Repairs shall be made during normal business hours (from 7:00AM to 3:30PM EST) using day time labor rates. The Contractor may use separate rates for repairs that take place after-hours or on weekends and holidays. Repairs not covered under maintenance must be pre-approved by QITC Director, PM or COR. Required emergency or needed repair work may not exceed the following during any base or option period:

- A. 30 hours during normal business hours (7:00AM to 3:30PM EST),
- B. 15 hours outside the normal business day (after hours from 3:30PM to 7:00AM EST),
and/or
- C. 15 hours on weekends or holidays.

The hourly labor rates shall include standby time and travel costs. Standby time is time spent traveling to and from the site, waiting for parts delivery on-site, or obtaining work status.

Site visits and repair work can be requested/recommended by the QITC Director or PM, or when Contractor technicians advise QITC staff of needed repairs not covered by maintenance. Repairs must be pre-approved by the QITC Director or PM before work is started. Replaced equipment, materials, supplies, or repair incidentals are billable when the work has been pre-approved and all work is completed. All billings for non-maintenance work must be invoiced separately after work is completed. Any unresolved issues shall be reported before leaving site to the Director or PM.

EMERGENCY EQUIPMENT RENTAL

The Contractor shall have rental equipment readily available to replace major failed, malfunctioning, or at-risk of failure equipment at the data centers on a short-term basis. The Contractor shall have rental equipment available to be placed and operating on-site within one (1) day of a reported failure. Equipment rental shall be available on a daily, weekly and/or monthly basis not to exceed two (2) months. Any equipment rental shall be separately invoiced and is not part of monthly maintenance. Any and all equipment rentals require pre-approval by the QITC Director or PM. This would not include rental of equipment that should be readily available to the Contractor for failed parts replacement.

6.0 GENERAL REQUIREMENTS

6.1 ENTERPRISE AND IT FRAMEWORK

NA

**Generator Maintenance for Quantico/Culpeper Data Centers
TAC-15-19774**

6.2 SECURITY AND PRIVACY REQUIREMENTS

6.2.1 POSITION/TASK RISK DESIGNATION LEVEL(S)

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Suitability and Security Program," Appendix A)
Low / Tier 1	Tier 1 / National Agency Check with Written Inquiries (NACI) A Tier 1/NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.
Moderate / Tier 2	Tier 2 / Moderate Background Investigation (MBI) A Tier 2/MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.
High / Tier 4	Tier 4 / Background Investigation (BI) A Tier 4/BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

The position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the PWS are:

	Position Sensitivity and Background Investigation Requirements		
<u>Task Number</u>	Tier1 / Low / NACI	Tier 2 / Moderate / MBI	Tier 4 / High / BI
5.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor individuals, based upon the tasks the particular Contractor individual will be working. The submitted Contractor Staff Roster must indicate the required Background Investigation Level for each Contractor individual based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

Contractor staff shall be escorted at all times while repairs or maintenance are performed on the grounds of the Data centers. The Contractor shall not have access to VA sensitive data, as work is conducted on

**Generator Maintenance for Quantico/Culpeper Data Centers
TAC-15-19774**

the grounds of the data center. The Contractor shall not have direct access to view VA sensitive data located within the data centers.

6.2.2 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Contractor Responsibilities:

- a. The Contractor shall prescreen all personnel requiring close perimeter, but not direct access to the computer systems that house data, to ensure they maintain the appropriate Background Investigation, and are able to read, write, speak and understand the English language.
- b. The Contractor shall bear the expense of obtaining background investigations.
- c. Within 3 business days after award, the Contractor shall provide a roster of Contractor and Subcontractor employees to the COR to begin their background investigations. The roster shall contain the Contractor's Full Name, Full Social Security Number, Date of Birth, Place of Birth, and individual background investigation level requirement (based upon Section 6.2 Tasks).
- d. The Contractor should coordinate the location of the nearest VA fingerprinting office through the COR. Only electronic fingerprints are authorized.
- e. The Contractor shall ensure the following required forms are submitted to the COR within 5 days after contract award:
 - 1) For a Tier 1/Low Risk designation:
 - a) OF-306
 - b) DVA Memorandum – Electronic Fingerprints
 - 2) For Tier 2/Moderate or Tier 4/High Risk designation:
 - a) OF-306
 - b) VA Form 0710
 - c) DVA Memorandum – Electronic Fingerprints
- f. The Contractor personnel shall submit all required information related to their background investigations (completion of the investigation documents (SF85, SF85P, or SF 86) utilizing the Office of Personnel Management's (OPM) Electronic Questionnaire for Investigations Processing (e-QIP) after receiving an email notification from the Security and Investigation Center (SIC).
- g. The Contractor employee shall certify and release the e-QIP document, print and sign the signature pages, and send them encrypted to the COR for electronic submission to the SIC. These documents shall be submitted to the COR within 3 business days of receipt of the e-QIP notification email. (Note: OPM is moving towards a "click to sign" process. If click to

**Generator Maintenance for Quantico/Culpeper Data Centers
TAC-15-19774**

sign is used, the Contractor employee should notify the COR within 3 business days that documents were signed via eQIP).

- h. The Contractor shall be responsible for the actions of all personnel provided to work for VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor shall be responsible for all resources necessary to remedy the incident.
- i. The Contractor, when notified of an unfavorably adjudicated background investigation on a Contractor employee as determined by the Government, shall withdraw the employee from consideration in working under the contract.
- j. Failure to comply with the Contractor personnel security investigative requirements may result in loss of physical and/or logical access to VA facilities and systems by Contractor and Subcontractor employees and/or termination of the contract for default.
- k. Identity Credential Holders must follow all HSPD-12 policies and procedures as well as use and protect their assigned identity credentials in accordance with VA policies and procedures, displaying their badges at all times, and returning the identity credentials upon termination of their relationship with VA.

6.3 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor shall deliver documentation in electronic format, unless otherwise directed in Section B of the solicitation/contract. Acceptable electronic media include: MS Word 2000/2003/2007/2010, MS Excel 2000/2003/2007/2010, MS PowerPoint 2000/2003/2007/2010, MS Project 2000/2003/2007/2010, MS Access 2000/2003/2007/2010, MS Visio 2000/2002/2003/2007/2010, AutoCAD 2002/2004/2007/2010, and Adobe Postscript Data Format (PDF).

6.4 PERFORMANCE METRICS

The table below defines the Performance Standards and Acceptable Performance Levels for Objectives associated with this effort.

Performance Objective	Performance Standard	Acceptable Performance Levels
A. Technical Needs	<ul style="list-style-type: none">1. Shows understanding of requirements2. Efficient and effective in meeting requirements3. Meets technical needs and mission requirements4. Offers quality services/products	Satisfactory or higher
B. Project Milestones and Schedule	<ul style="list-style-type: none">1. Quick response capability2. Products completed, reviewed, delivered in timely manner	Satisfactory or higher

**Generator Maintenance for Quantico/Culpeper Data Centers
TAC-15-19774**

Performance Objective	Performance Standard	Acceptable Performance Levels
	3. Notifies customer in advance of potential problems	
C. Project Staffing	1. Currency of expertise 2. Personnel possess necessary knowledge, skills and abilities to perform tasks	Satisfactory or higher
D. Value Added	1. Provided valuable service to Government 2. Services/products delivered were of desired quality	Satisfactory or higher

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the surveillance methods in the QASP at its own discretion. A Performance Based Service Assessment Survey may be used in combination with the QASP to assist the Government in determining acceptable performance levels.

6.5 FACILITY/RESOURCE PROVISIONS

The Government will not be required to provide office space, telephone service and system access as the Contractor shall only provide maintenance and repairs to generator equipment located outside the data center buildings. All procedural guides, reference materials, and program documentation for the project and other Government applications will also be provided only on an as-needed basis.

The Contractor shall request other Government documentation deemed pertinent to the work accomplishment directly from the Government officials with whom the Contractor has contact. The Contractor shall consider the COR as the final source for needed Government documentation when the Contractor fails to secure the documents by other means. The Contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

VA will not provide access to VA specific systems/network as this will not be required for execution of the task For detailed Security and Privacy Requirements refer to

**Generator Maintenance for Quantico/Culpeper Data Centers
TAC-15-19774**

ADDENDUM A Additional VA Requirements, Consolidated and ADDENDUM B - VA Information And Information System Security/Privacy Language.

6.6 GOVERNMENT FURNISHED PROPERTY

N/A

ADDENDUM A

A1.0 Physical Security & Safety Requirements:

The Contractor and their personnel shall follow all VA policies, standard operating procedures, applicable laws and regulations while on VA property. Violations of VA regulations and policies may result in citation and disciplinary measures for persons violating the law.

1. The Contractor and their personnel shall wear visible identification at all times while they are on the premises.
2. VA does not provide parking spaces at the work site; the Contractor must obtain parking at the work site if needed. It is the responsibility of the Contractor to park in the appropriate designated parking areas. VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.
3. Smoking is prohibited inside/outside any building other than the designated smoking areas.
4. Possession of weapons is prohibited.
5. The Contractor shall obtain all necessary licenses and/or permits required to perform the work, with the exception of software licenses that need to be procured from a Contractor or vendor in accordance with the requirements document. The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

A2.0 Confidentiality and Non-Disclosure

The Contractor shall follow all VA rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

ADDENDUM B – VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE

B1. GENERAL

Contractors, Contractor personnel, Subcontractors, and Subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

B2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

N/A

B3. VA INFORMATION CUSTODIAL LANGUAGE

N/A

B4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

N/A

B5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

N/A

B6. SECURITY INCIDENT INVESTIGATION

N/A

B7. LIQUIDATED DAMAGES FOR DATA BREACH

N/A

B8. SECURITY CONTROLS COMPLIANCE TESTING

N/A

B9. TRAINING

N/A

**Generator Maintenance for Quantico/Culpeper Data Centers
TAC-15-19774**

ADDENDUM C – MONTHLY MAINTENANCE CHECKLIST- REQUIREMENT:

The following inspection, maintenance, and operational checks will be made at monthly site visits:

A. FUEL SYSTEM

- Daytank Level
- Daytank Float Switch
- Supply / Transfer Pump Operation
- Solenoid Valve Operation
- Flexible Hose & Connections
- Piping
- Fuel Strainer
- Injection Pump Lines
- Fuel Filter(s)

B. LUBRICATING SYSTEM

- Oil Level
- Oil Change
- Oil Leaks
- Lube Oil Heater
- Crankcase Breather
- Oil Filter

C. COOLING SYSTEM

- Level
- Antifreeze Protection Level
- Fan & Alternator Belts
- Flexible Hose & Connections
- Water Pump
- Jacket Water Heater
- Louver, Motor & Controls
- Heat Exchanger
- Radiator
- Coolant Leaks

D. EXHAUST SYSTEM

- Leakage
- Drain Condensation Trap
- Insulation & Fire Hazards
- Exhaust System Hangers & Supports
- Flexible Exhaust Section
- Excessive Back Pressure

E. OPERATIONAL TEST

- Starter Operation
- AC Voltage
- AC Amperage
- Frequency
- Oil Pressure
- Water Temperature

F. ELECTRICAL SYSTEMS

- Tighten Controls
- Wire Chafing
- Operation of Safeties & Alarms
- Operation of Switch & Rack Solenoid
- Relays
- P.C. Boards

G. BATTERY SYSTEMS

- Battery Voltage
- Electrolyte Level
- Terminals Clean & Tight
- Specific Gravity
- Charger Operation
- Charge Rate
- Equalize Charge
- Load Test for 10 Seconds

H. ENGINE

- General Condition
- Air Filter(s)
- Ignition Systems: Plugs, Coil, etc.
- Choke & Carburetor
- Turbo Charger Rotation & End Play
- Governor

I. GENERATOR

- General Inspection
- Brush Condition & Rings
- Excitor
- Rotor & Stator
- Bearings
- Voltage Regulator

J. TRANSFER SWITCH

- Loose Wires
- Contacts
- Relays
- Lights
- P.C. Boards
- Service Room or Housing Housekeeping
- DC Alternator Amperage
- Unusual Engine Noise, Vibration, etc.
- Transfer Switch Time Delay Start
- Time Delay Retransfer
- Time Delay Cooldown
- Restore Systems to Automatic Operations

SECTION C - CONTRACT CLAUSES

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	NOV 2014
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	DEC 2014
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☐ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☐ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☐ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☐ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☐ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

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

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

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

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

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

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

☐ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

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

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 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).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

- ☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - ☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 - ☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
 - ☒ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
 - ☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
 - ☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 - ☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - ☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 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.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 24 months.

(End of Clause)

C.4 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.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

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

(End of Clause)

SECTION E - SOLICITATION PROVISIONS

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV 2014
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION	DEC 2014
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	APR 2014
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

E.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT

CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (MAR 2015)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

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

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

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

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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 Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

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

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code:

Immediate owner legal name:

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

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

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

Highest-level owner CAGE code:

Highest-level owner legal name:

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

(End of Provision)

E.4 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"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.

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

(End of Provision)

E.5 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)

E.6 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.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

E.8 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Colorado. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

E.9 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)

E.10 BASIS FOR AWARD

Award will be based on the lowest priced, responsive, responsible offer that conforms to the requirements of this solicitation. The total evaluated price shall be the sum of all proposed CLIN(s)/SLIN(s) set forth in Section B.3 of the solicitation. All Offerors must submit a quote on an "All or None" basis.

All offerors are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government may first evaluate the total proposed price of all offerors. Thereafter, the Government will evaluate the quote of the lowest priced offeror only. If the lowest priced offeror's quote is determined to conform to the requirements, the Government may make award to that offeror without further evaluation of the remaining offerors' quotes. If it is determined that the lowest priced Offeror's quote does not conform to the requirement, then the Government may evaluate the next lowest priced quote, and so forth and so on, until the Government reaches the lowest priced quote that is determined to conform to the requirement. However, the Government reserves the right to evaluate all offerors' quotes should it desire to conduct discussions, or otherwise determine it to be in the Government's best interest.

E.11 RESPONSE INSTRUCTIONS

Responses and quotes are to be submitted to George Govich, George.govich@va.gov.

- a. Your response must be received by the date and time specified in block 8 of this RFQ.
- b. Your response must include the following:
 - (1) Complete Section B.3 Price/Delivery Schedule
 - (2) A description of the services being offered in sufficient detail to evaluate compliance with the requirements in the RFP.