

FedBizOpps Combined Synopsis/Solicitation Notice

CLASSIFICATION CODE *	J
SUBJECT *	SCADA Preventative Maintenance
GENERAL INFORMATION	
CONTRACTING OFFICE'S * ZIP-CODE	21703
SOLICITATION NUMBER *	VA119A-15-Q-0267
RESPONSE DATE (MM-DD-YYYY)	09-22-2015
ARCHIVE	30 DAYS AFTER THE RESPONSE DATE
RECOVERY ACT FUNDS	N
SET-ASIDE	
NAICS CODE *	238210
CONTRACTING OFFICE ADDRESS	Strategic Acquisition Center - Frederick Department of Veterans Affairs 321 Ballenger Center Drive, Suite 125 Frederick MD 21703
DESCRIPTION *	See Attachment
POINT OF CONTACT * (POC Information Automatically Filled from User Profile Unless Entered)	LeShanna.Calahan@va.gov Contracting Officer David.Feliciano@va.gov Contract Specialist
PLACE OF PERFORMANCE	
ADDRESS	Capital Region Readiness Center Veterans Affairs Medical Center (VAMC) 221 Bulter Avenue Martinsburg, WV 25405
POSTAL CODE	
COUNTRY	United States
ADDITIONAL INFORMATION	
AGENCY'S URL	
URL DESCRIPTION	
AGENCY CONTACT'S EMAIL ADDRESS	
EMAIL DESCRIPTION	

* = Required Field

This is a Combined Synopsis/Solicitation for Commercial Items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. Solicitation number VA119-15-Q-0267 is issued for this combined synopsis/solicitation; this solicitation is being issued as a Request for Quote (RFQ). This solicitation is being conducted under FAR Part 13, Simplified Acquisition Procedures (SAP) and in conjunction with FAR Part 12, Acquisition of Commercial Items. This combined synopsis/solicitation incorporates provisions and clauses in effect through Federal Acquisition Circular (FAC) 2005-83 dated 02 July 2015. The associated North American Industrial Classification System (NAICS) code for this procurement is 238210- Electrical Contractors and Other Wiring Installation Contractors. The Small Business size standard is \$15 Million. Product and Service code (PSC) J061- Maint/Repair/Rebuild of Equipment- Electric Wire and Power Distribution Equipment. This procurement is unrestricted.

The Department of Veterans Affairs (VA) intends to award a firm-fixed price contract. Award will be based on the technical approach/past performance, socio-economic considerations and price.

The Department of Veterans Affairs (VA), OIT IT Facility and Space Management located at 221 Butler Ave. Bldg. 511 Martinsburg, WV 25405 has a requirement for preventative maintenance for SCADA equipment.

PRICE/COST SCHEDULE

BASE YEAR					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SCADA Preventative Maintenance (Inspections)	4	EA		
0002	On-Site Scheduled Maintenance Not to Exceed (NTE) 30 Hrs. Billed at \$_____ per hour	1	JOB		
0003	Emergency Maintenance Not to Exceed (NTE) 8 Hrs. Billed at \$_____ per hour	1	JOB		
0004	Parts Not To Exceed (NTE)	1	LOT	TBD	TBD
TOTAL					

OPTION YEAR ONE					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	SCADA Preventative Maintenance (Inspections)	4	EA		
1002	On-Site Scheduled Maintenance Not to Exceed (NTE) 30 Hrs. Billed at \$_____ per hour	1	JOB		
1003	Emergency Maintenance Not to Exceed (NTE) 8 Hrs. Billed at \$_____ per hour	1	JOB		
1004	Parts Not To Exceed (NTE)	1	LOT	TBD	TBD
TOTAL					

OPTION YEAR TWO					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	SCADA Preventative Maintenance (Inspections)	4	EA		
2002	On-Site Scheduled Maintenance Not to Exceed (NTE) 30 Hrs. Billed at \$_____ per hour	1	JOB		
2003	Emergency Maintenance Not to Exceed (NTE) 8 Hrs. Billed at \$_____ per hour	1	JOB		
2004	Parts Not To Exceed (NTE)	1	LOT	TBD	TBD
TOTAL					

OPTION YEAR THREE					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	SCADA Preventative Maintenance (Inspections)	4	EA		
3002	On-Site Scheduled Maintenance Not to Exceed (NTE) 30 Hrs. Billed at \$_____ per hour	1	JOB		
3003	Emergency Maintenance Not to Exceed (NTE) 8 Hrs. Billed at \$_____ per hour	1	JOB		
3004	Parts Not To Exceed (NTE)	1	LOT	TBD	TBD
TOTAL					

OPTION YEAR FOUR					
ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	SCADA Preventative Maintenance	4	EA		
4002	On-Site Scheduled Maintenance Not to Exceed (NTE) 30 Hrs. Billed at \$_____ per hour	1	JOB		
4003	Emergency Maintenance Not to Exceed (NTE) 8 Hrs. Billed at \$_____ per hour	1	JOB		
4004	Parts Not To Exceed (NTE)	1	LOT	TBD	TBD
TOTAL					

**PERFORMANCE WORK STATEMENT
(SCADA) Preventive Maintenance & Repair**

A. Background & Objective

1. The Capital Region Readiness Center (CRRC) is a federally owned United States Department of Veterans Affairs (VA) facility, constructed by the Office of Information and Technology (OIT), on the VA Medical Center campus in Martinsburg, WV. The facility is a single story building, approximately 66,300 gross square feet in size and includes office space, mechanical space, and a 9300 square foot data floor.
2. The Contractor shall provide preventive maintenance, testing, and repair of the Supervisory Control and Data Acquisition (SCADA) equipment.

B. Scope of Work

1. The Preventive Maintenance (PM) Contractor shall provide all supervision, management, labor, resources, materials, supplies and equipment to provide for the complete inspection and maintenance needs of the SCADA system. All preventive maintenance shall be performed without interfering with the continued operations of the Capital Region Readiness Center (CRRC) and in accordance with the manufacturer's instructions and items listed below:

SCADA: Inspection Service (4) Inspections per year:

- a. Backup Controller and System Files;
- b. Check all DC and AC Power Supplies for proper voltage Levels;
- c. Load Test Battery, replace if older than 3 years;
- d. Verify controller operation and communication on LAN;
- e. Visually inspect circuit board and cabling for any corrosion, mechanical damage and signs of overheating;
- f. Clean controller board with compressed air and vacuum all compartments;
- g. Clean interior and exterior of the units completely;
- h. Verify Input/output schedule is correct;
- i. Check controller flash file version is current;
- j. Adjust control parameters as necessary for stable control operation;
- k. Report any disabled programs to customer;
- l. Adjust set points as needed;
- m. Calibrate all sensors and setup trending files;
- n. Verify system restore to correct mode;
- o. Document readings and adjustments, and resolve issues on work order or work log;
- p. Update System Software as required and as it becomes available;
- q. Inspect to ensure that all components are clean and clear of dust;
- r. Ensure that access panels are intact and fasteners are in place;
- s. Verify that system monitoring functions are operating per specification;
- t. Verify and implement all required Field Advisories and Field Modifications;
- u. Check all circuit board revisions and update as required;
- v. Verify all alarms in the current system operate correctly, report accurately, and are communicated to the appropriate distribution list;
- w. Calibrate voltage, amperage and temperature probes;

2. On-Site Scheduled Service

- a. The Contractor agrees to provide, on a per-call basis, on a mutually agreeable date, between the hours of 7:00AM and 4:30PM Monday through Friday on-site repair, modifications, troubleshooting and/or corrective maintenance. Service outside this timeframe will be covered under Emergency Remedial Maintenance Services. Such services may be requested to make engineering changes to improve the capabilities of the SCADA system.
- b. On-Site Scheduled Services will cover corrective maintenance of the SCADA system listed in Section C. Equipment.
- c. Time billing shall commence upon sign-in at the VA facility and end upon departure from the property.

3. Emergency Remedial Maintenance Services

- a. The Contractor shall provide local "on-call" availability of emergency service twenty-four (24) hours per day, seven (7) days per week with a response time of eight (8) hours or less after notification, regardless of the time requested (i.e. off-shift, weekend, or holiday). Eight (8) hours shall be the maximum allowable response time from time of notification to the Contractor arrival at the VA facility located at 221 Butler Ave, Martinsburg, WV 25405.
- b. Emergency service will cover corrective maintenance of the SCADA system and associated equipment listed in Section C. Equipment.
- c. The Contractor shall provide a twenty-four (24) hour answering service for the contact of primary and back-up personnel in the event of an emergency. The location and telephone number of the primary service office, the location and telephone number of the field office, and the names of the employees involved in this contract shall be provided to the VA CRRC Contracting Officer Representative (COR).

4. Parts

- a. All replacement parts installed by the awarded Contractor shall be approved manufacturer's replacement parts. At no time shall the awarded Contractor use reconditioned or refurbished replacement parts without written approval by the VA CRRC COR.
- b. The contract cost for preventive maintenance shall include all parts in accordance with the terms outlined as Section C. Scope of Work. If required, the Contractor may use components from the VA- owned spare parts kit. VA- owned spare parts utilized by the awarded Contractor shall be replaced with new manufacturer's recommended parts. The Contractor will provide the VA CRRC COR with an itemized listing of the parts replaced, reason for replacing, source used to obtain needed part (VA stock, contractor stock, etc.), estimated cost to replace stock repair part as well as an estimated date when VA stock item will be replaced.
- c. If required, the Contractor shall furnish parts that are not included in the preventative maintenance and are necessary to maintain the SCADA equipment. The Contractor shall submit the estimated cost of replacement parts for approval by the COR prior to installation. The Contractor shall provide receipts for the parts and the VA will only reimburse for the actual price paid. (No G&A applied).

- d. All parts which are removed and replaced shall be turned over to the VA CRRC COR. In the event that some parts may need to be returned to the manufacturer for warranty or core charge, this will be handled on a case-by-case basis.

C. Equipment

SCADA Equipment/Services	Size/Type	Qty	Make/Model
UPS Output Switchgear	(1) N-Tron 108 TX Ethernet Switch (2) Modicon Momentum Descrete Input Adapter (1) EGX100	1	Schneider
PDU Monitoring	(1) N-Tron 105FX Ethernet Switch (2) EGX100	1	Schneider
UPS Switchgear	(1)N-Tron 108TX Ethernet Switch	1	Schneider
GB Switchgear	(1) CM3000 wired to a thirdparty Adam 4572 Gateway (7) MicroLogic Trip Units on LV Breakers	1	Schneider
UPS1 Switchgear	(1) CM33500 Circuit Monitor (7) MicroLogic Trip Units on LV Breakers	1	Schneider
UPSG1 Switchgear	(1) CM4000 Circuit Monitor (4) MicroLogic Trip Units on LV Breakers	1	Schneider
M-1A Switchgear	(1) CM3350 Circuit Monitor (14) MicroLogic Trip Units on LV Breakers	1	Schneider
M-1B Switchgear	(1) CM3350 Circuit Monitor (14) MicroLogic Trip Units on LV Breakers	1	Schneider
CDB1A Switchgear	(2) MicroLogic Trip Units on LV breakers (12) I-Line breakers	4	Schneider
CDB1B Switchgear	(3) MicroLogic Trip Units on LV breakers (14) I-Line breakers	1	Schneider
MGE UPS	(4) MGE EPS6000 UPS Modules (1) MGE EPS 6000 Static Switch	1	Schneider
MGE PDU/MCM	(20) MGE MCM Modules	1	Schneider
MGE PDU BCPMA-1	(10) BCPMA084D	1	Schneider
MGE PDU BCPMA-2	(10) BCPMA084D	1	Schneider
Database Server	PowerLogic/SCADA PLS 7.2	1	Dell/Schneider
Webclient Server	StruxureWare Power	1	Dell/Schneider

a.	Monitoring		
Active Paging Module	APM	1	Dell/Schneider

D. Qualifications

The Contractor staff shall be knowledgeable and experienced with PowerLogic/SCADA PLS 7.2, StruxureWare software and other items listed in Section C. Equipment. The technicians shall have at least three years' experience working on the equipment in Section C. The experience shall be from the last five years.

E. Management and Supervision

1. To assure fully adequate and timely completion of identified services and deliverables the Contractor shall manage the total work effort associated with the services required herein. Included in the function shall be a full range of management duties including, planning, scheduling, report preparation, establishing and maintaining records and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management and expertise to assure the performance of the work in accordance with sound and efficient management practices.
2. Specific Contractor supplied Lock-Out-Tag-Out procedures and Job Hazard Analysis (JHA's) for the equipment shall be provided and approved prior to scheduling the work.

F. Records, Reports and Acceptance of Deliverables

1. The Contractor shall maintain records and prepare reports to document the implementation, progress, and completion of work orders as defined in this Performance Work Statement. A copy of all reports shall be maintained by the Contractor's Program Manager, and a current copy must be provided to the VA CRRC COR.
2. The Contractor shall document any open issues, possible problems, or any other items that could hinder the performance of the project or deliverables. Furthermore, resolutions to known problems or foreseen problems/issues shall be included in all deliverables submitted. Any determined issues that need to be addressed shall be communicated to the VA CRRC COR immediately for possible resolution.
3. Work and work schedules will be cooperative efforts between the VA CRRC COR and the Contractor. Unless otherwise specified, the VA CRRC COR will have ten (10) workdays after receipt to review and accept/reject identified deliverables. For the purpose of this Performance Work Statement, workdays do not include weekends and/or federal holidays unless previously agreed to by the VA CRRC COR.

G. Period of Performance

The period of performance is one year from date of award, with four (4) one year option periods.

H. Security and Privacy

1. The use of any information that is subject to the Privacy Act will be utilized in complete accordance with all rules of conduct as applicable to Privacy Act Information.

Certifications Not to Disclose Information. In addition to the requirements of this order, the Contractor agrees by performing this effort that all associated personnel, both prime and subcontractor, agree not to disclose any data or information related to this effort without the prior approval of the COR. This certification shall be incorporated into the Contractor's proposal and be signed by all personnel performing under this effort.

2. All contracted personnel must complete a Request for Personal Identity Verification Card VA Form 0711, submit it to the local PIV office on the Martinsburg, WV, VA campus, and receive notice the background check has been initiated prior to being granted access to the CRRC grounds.

I. Contractor Assigned Personnel

1. The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity and for taking such disciplinary action against their employees as may be necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on oneself, one's employer, VA, and the Federal Government. The Government reserves the right to direct the Contractor to remove an employee from the work site for failure to comply with the standards of conduct. The Contractor shall initiate immediate action to replace such an employee to maintain continuity of services at no additional cost to the Government.
2. The use of abusive or offensive language, flirting or sexually suggestive language or actions, any form of discrimination or sexual harassment, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations. At no additional cost to the Government and to maintain continuity of services, the Contractor shall initiate immediate action to replace such an employee.
3. The Contractor shall not allow any employee, while on duty, to possess, sell, consume, or be under the influence of intoxicants, drugs, or substances that produce similar effects. At no additional cost to the Government and to maintain continuity of services, the Contractor shall initiate immediate action to replace such an employee.
4. The Contractor shall not employ or subcontract with any person on this order if such person is identified to the Contractor by the VA CRRC COR as a potential threat to the health, safety, security, or general well-being of other personnel or the operational mission.
5. While on-site at CRRC facility, Contractor employees/consultants/subcontractors shall wear and display VA- supplied identification badge on their outer clothing between the neck and waist unless otherwise approved by the VA CRRC COR for safety restrictions.

J. Performance Metrics

The COR shall conduct performance assessments periodically according to this contract, incorporating comments from VA project management personnel. The Performance Metrics will be used throughout the life of the contract to ensure the Contractor is performing the services required by this PWS in an acceptable manner. Performance measures for this requirement are defined in the table below:

PERFORMANCE OBJECTIVES	PERFORMANCE STANDARDS	ACCEPTABLE PERFORMANCE OBJECTIVES
Emergency Maintenance Conforming to Services	Response time eight (8) hours or less of notification	100% of time
Emergency Maintenance Conforming to Services	24 hours answering services	100% of the time
Reports - Quality	Documents are delivered error free	95% accuracy
Preventative Maintenance Conforming to Services	All equipment in Section D shall be operable and available for use	98% of normal operating hours

The following clauses apply:

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

52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (MAR 2015)

- (a) The contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The contractor shall notify employees that the prohibition and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6

months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of Clause)

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 of contract expiration; 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 five (5) years.

(End of Clause)

52.228-5 INSURANCE –WORK ON GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or Quoter 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)

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)

852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate quoters based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible

service disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned quoters will receive full credit, and quoters qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an quoter must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran quoters proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Quoters must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Clause)

852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

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

(End of Clause)

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 contractors 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)

VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

(End of Addendum to 52.212-4)

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:

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (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.)

[X] (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 Quoter elects to waive the preference, it shall so indicate in its quote) (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).

Employee Class

Monetary Wage-Fringe Benefits

☒ (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 quote 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 quote subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) 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)

The following provisions apply:

ADDENDUM TO 52.212-1 INSTRUCTION TO OFFERORS COMMERCIAL ITEMS (FEB 2012)

SUBMISSION:

Quotes shall be submitted no later than **9:00 AM EST, September 22, 2015** to be considered for award. Quotes received after the due date and time may not be considered. Quotes shall be submitted electronically via email to the Contracting Officer (LeShanna.Calahan@va.gov) and Contracting Specialist (David.Feliciano@va.gov) before the date and time that quotes are due.

Questions relating to this acquisition shall be submitted electronically via email to the Contracting Officer (LeShanna.Calahan@va.gov) and Contracting Specialist

(David.Feliciano@va.gov). All questions shall be submitted on the attached Attachment A - Q&A template. All questions are due **9:00 AM PM EST, September 21, 2015.**

To assure timely and equitable evaluation of all quotes, contractors shall follow the instructions contained herein. Quotes must be complete, self-sufficient, and respond directly to the requirements of this solicitation. The response shall consist of three volumes:

Volume I – Technical Approach/Past Performance;

Volume II – Socio-Economic Consideration; and

Volume III – Price.

The use of hyperlinks in quotes is prohibited. Any quote that fails to comply with all solicitation instructions may be considered non-responsive and may not be accepted or considered for award.

CONTENT REQUIREMENTS:

All information shall be confined to the appropriate volume. Contractors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each quote.

Volume Number	Evaluation Factor	File Name	Page Limitations
Volume I	Technical Approach/Past Performance	[Contractor Name] Tech.doc/pdf	6
Volume II	Socio-Economic Consideration	[Contractor Name] Tech.doc/pdf	None
Volume III	Price	[Contractor Name]Price.xls	None

Volume I – Technical Approach/Past Performance

The Technical Approach/Past Performance shall demonstrated the ability Contractors ability to meet the requirements of the solicitation. The Technical Approach shall include the labor mix and level of effort and contain sufficient details and relevant experience for the Government to evaluate the approach. The Technical Approach/Past Performance volume shall demonstrated the proposed staff that is knowledgeable and experienced with PowerLogic/SCADA PLS 7.2, StruxureWare software and other items listed in Section D. Equipment.

The contractor shall submit up to three past performance references for recent and relevant work of similar size and scope to this requirement. The Government will make the determination of relevance (based on size and scope of requirement) with regard past performance risk. The Government will consider recent (within the last 3 years) and relevant past performance information obtained in relation to the scope of this solicitation. Contractors shall provide a specific narrative explanation of each contract listed describing the objectives achieved and detailing how the effort is relevant to the requirements in the solicitation. For any contract/task order that did not meet original schedule or technical performance, provide a brief explanation of the reason and the corrective action taken to avoid reoccurrence.

It should be noted that past performance references relating to the services required in the performance of this solicitation will be considered more relevant. Contractors shall provide a description of the following for each contract and/or subcontract past performance reference:

- Project title

- Contract number/Task Order number
- Contract Type
- Awarded Price/Cost
- Total Price/Cost
- Description of Requirement
- Period of performance
- Agency/Company
- Contracting Officer name, e-mail, and phone number
- Contracting Officer Representative name, e-mail, and telephone number
- North American Industry Classification System (NAICS) code

The Government may contact references provided by the Contractor to complete a past performance questionnaire (PPQ). The Government may consider past performance information obtained through other sources which is reasonably available and determined to be relevant. Past performance information obtained will be used for both the responsibility determination and best value decision.

Volume II – Socio-Economic Considerations

The order of preference will be:

- i. Service-Disabled Veteran-Owned Small Business (SDVOSB);
- ii. Veteran-Owned Small Business (VOSB); then
- iii. Non-Veteran owned Contractors proposing sub-contracting with SDVOSBs and VOSBs.

Substantiating documents such as teaming agreements, mentor protégé agreements, and the like must be submitted with the quote.

- a. To receive credit as an SDVOSB or VOSB, a must be registered and verified in the VetBiz.gov Information Pages (VIP) database at www.vetbiz.gov at the time of award, in accordance with Veterans Affairs Acquisition Regulation (VAAR) 852.215-70 required by VAAR 808.405-2, and registered in System for Award Management (SAM) as required by 48 CFR subpart 4.11, to be eligible to participate in VA VOSB prime contracting and subcontracting opportunities programs to receive new contract awards.
- b. Non-Veteran Owned contractors must state in their quotes the names of the SDVOSBs and VOSBs with whom they may intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database at www.vetbiz.gov in accordance with VAAR 852.215-70 required by 808.405-2 and registered in System for Award Management (SAM) as required by 48 CFR Subpart 4.11, to be eligible to participate in VA VOSB prime contracting and subcontracting opportunities programs to receive new contract awards.
- c. To the maximum extent feasible, the and any subcontractors shall comply with VA's VOSB, SDVOSB, socioeconomic, and other small business goals, including, but not limited to, 38 U.S.C. §8127.

- d. The shall agree, if awarded a contract, to use the SDVOSB or VOSBs proposed as subcontractors or to substitute one (1) or more SDVOSBs or VOSBs for subcontract work of the same or similar value.
- e. The VA will assign evaluation credit for a (prime contractor) that is a SDVOSB or VOSB. Non-Veteran Owned firms that subcontract 7% or more of the contract value to a SDVOSB or 10% or more of the contract value to VOSB will also receive evaluation credit. The factor will be evaluated by the CO.

Volume III – Price

Contractors shall submit a completed pricing schedule (Price/Cost Schedule) and Attachment B-Labor Category Spreadsheet for the basis for the labor mix and level of effort required to performance the services in the solicitation. If the item is not separately priced (NSP) the contractor shall enter NSP instead of the unit price. Discounted rates are highly encouraged.

ADDENDUM FAR 52.212-2 EVALUATION –COMMERCIAL ITEM (JAN 1999)

The Government intends to award a firm-fixed price purchase order resulting from this solicitation to the responsible contractor whose quote conforming to the solicitation is most advantageous to the Government, price and other factors consider. The following factors shall be used to evaluate quotes:

- Technical Approach/Past Performance;
- Socio-Economic Considerations; and
- Price

The evaluation process will consider the following:

Factor 1: Technical Approach/Past Performance

The Technical Approach/Past Performance shall demonstrate an understanding of the work and experience, the extent to which the contractor has proposed approach meets the desired objectives and outcomes for each deliverable.

The Government will evaluate the relative risk of unsuccessful performance based on the references provided, narrative, and PPQs or other sources of quality. Past performance risk will be evaluated considering:

Recent – Whether performance occurred within the past three years.

Relevance – Providing services similar in size and scope to those in the solicitation. Size refers to dollar value, type of equipment and dollar value of the contract, task order, project provided etc. Scope refers to similar types of tasks, deliverables, etc.

Quality – Information received or obtained references or from other sources regarding areas such as customer satisfaction, quality of personnel, and performance problems. The Government reserves the right to obtain information from other sources.

If no past performance information is readily available, the Contractor's past performance will not be evaluated favorably or unfavorably, but will be given a neutral rating.

Factor 2: Socio-Economic Considerations

In accordance with VAAR 852.215-70, SDVOSB, and VOSB Evaluation Factors, the Government will assign evaluation credit for a prime contractor which is a SDVOSB or a VOSB. Non-Veteran contractors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation factor.

Price

Price will not be evaluated adjectivally or assigned a score. The Government shall evaluate price to determine whether or not it is considered reasonable IAW FAR13.106-2(b). The estimated quantities will be used to determine the evaluated price.

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

For the purposes of the award, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

The contractor's initial quote shall contain the best terms from a price and technical standpoint. The Government reserves the right to make no award as a result of this solicitation.

52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its quotes, the Quoter represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Quoter represents that—

(1) The Quoter does [] does not [] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The Quoter, its officers or agents acting on its behalf have [] have not [] been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION

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/quoters 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)

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.

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

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

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

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

(End of Provision)

(End of Addendum to 52.212-1)

QUOTER REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2015)

The Quoter shall complete only paragraph (b) of this provision if the Quoter has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an Quoter has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the Quoter 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 quote 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 Quoter, or that owns or controls one or more entities that control an immediate owner of the Quoter. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the Quoter, that has direct control of the Quoter. 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 Quoter in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The Quoter 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 Quoter verifies by submission of this quote that the representations and certifications currently posted electronically at FAR 52.212-3, Quoter 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 quote and are incorporated in this quote by reference (see FAR 4.1201), except for paragraphs .

(c) Quote’s 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 Quoter represents as part of its quote that it [] is, [] is not a small business concern.

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

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

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the Quoter represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The Quoter 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 Quoter 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 Quoter represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The Quoter 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 Quoter 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 Quoter is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The Quoter 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 Quote's may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Quoter or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* [Complete only if the Quoter represented itself as a small business concern in paragraph (c)(1) of this provision.] The Quoter represents, as part of its quote, 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 Quoter 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 Quoter 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 Quoter 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 quote, the Quoter 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 Quoter with respect to this contract, the Quoter shall complete and submit, with its quote, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Quoter need not report regularly employed officers or employees of the Quoter 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 Quoter 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 Quoter has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Quoter 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
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_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate quotes 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 Quoter 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 Quoter 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 Quoter 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 Quoter 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 Quoter 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 quotes 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 Quoter 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 Quoter 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
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_____	_____
_____	_____
_____	_____

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

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

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

[List as necessary]

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

(i) The Quoter 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 Quoter 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 quotes in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate quotes 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 quotes of U.S.-made or designated country end products unless the Contracting Officer determines that there are no quotes for such products or that the quotes 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 Quoter certifies, to the best of its knowledge and belief, that the Quoter 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 quote, 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 quotes; 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 quote, 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 Quoter must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The Quoter 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 Quoter 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 Quoter 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 Quoter 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 Quoter 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 quoted end products manufactured in the United States exceeds the total anticipated price of quoted 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 Quoter 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 Quoter ☐ 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 Quoter (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 Quoter ☐ does ☐ does not certify that—

(i) The services under the contract are quoted and sold regularly to non-Governmental customers, and are provided by the Quoter (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 Quoter 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 Quoter shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the Quoter if the Quoter 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 Quoter is required to provide this information to the SAM database to be eligible for award.)

(1) All Quote's 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 Quoter'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 Quoter's TIN.

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Quoter 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;

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

☐ Quoter 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.*

☐ Quoter 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 quote, the Quoter certifies that the Quoter 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 quote, the Quoter 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 Quoter 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 quote, the Quoter—

(i) Represents, to the best of its knowledge and belief, that the Quoter 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 Quoter, or any person owned or controlled by the Quoter, 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 Quoter, and any person owned or controlled by the Quoter, 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 Quoter has certified that all the quoted products to be supplied are designated country end products.

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

(2) If the Quoter 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 Quoter 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)

See attached document: ATTACHMENT A - Questions and Answers

See attached document: ATTACHMENT B - Labor Mix and Level of Effort SCADA