

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

1. REQUISITION NO. PAGE 1 OF 52  
605-16-3-6020-0081

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE  
VA262-16-Q-1568 09-15-2016

7. FOR SOLICITATION INFORMATION CALL: a. NAME FREDY A ARTEAGA b. TELEPHONE NO. (No Collect Calls) 562-766-2224 8. OFFER DUE DATE/LOCAL TIME 09-27-2016 1:00 PM PST

9. ISSUED BY CODE 00262 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:  
Department of Veterans Affairs  
Network Contracting Office 22  
4811 Airport Plaza Drive  
Suite 600  
Long Beach CA 90815  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  EDWOSB SMALL BUSINESS PROGRAM NAICS: 238210  
 8(A) SIZE STANDARD: \$15 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING N/A 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO CODE 16. ADMINISTERED BY CODE 00262  
Department of Veterans Affairs  
VAMC LOMA LINDA  
11201 BENTON STREET  
LOMA LINDA CA 92357  
Department of Veterans Affairs  
Network Contracting Office 22  
4811 Airport Plaza Drive  
Suite 600  
Long Beach CA 90815

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE  
TELEPHONE NO. DUNS: DUNS+4:  
Department of Veterans Affairs  
Financial Services Center  
P.O. Box 149971  
Austin TX 78714-9971  
PHONE: FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  SEE ADDENDUM 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>PLEASE REVIEW THE SCHEDULE BELOW FOR DETAILS AND SUPPLIES BEING REQUESTED.</p> <p>ALL QUESTIONS MUST BE SUBMITTED VIA EMAIL NO LATER THAN MONDAY, SEPTEMBER 26, 2016 by 1:00 PM PST VIA EMAIL TO CO: FREDY.ARTEAGA@VA.GOV</p> <p>THIS PROCUMENT IS FOR A FIRM FIXED PRICE (FFP) REQUEST</p> <p>ALL QUOTES MUST BE RECEIVED BY TUESDAY, SEPTEMBER 27, 2016 @ 4:00 PM PST</p> <p>A SITE VISIT IS SCHEDULED FOR THURSDAY, SEPTEMBER 22, 2016 AT 9:00 AM. (PLEASE SEE SCHEDULE BEOW FOR DETAILS)</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 31c. DATE SIGNED

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

(Continuation of Standard Form 1449, block 20)

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

- a. GOVERNMENT: Fredy A Arteaga – Contracting Officer  
 Department of Veterans Affairs  
 VISN 22 - Network Contracting Office (00262)  
 4811 Airport Plaza Drive, Suite 600  
 Long Beach, CA 90815
- b. Contractor:

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

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

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi Annually
- c. Other  UPON DELIVERY OF SUPPLIES AND SERVICES

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

Department of Veterans Affairs  
 Financial Services Center  
 P.O. Box 149971  
 Austin TX 78714-9971  
<http://www.tungsten-network.com/us/en/veteransaffairs>

Monthly invoices shall be submitted to the VA no later than 10 days past the last day of the billing period. Contractor shall submit electronic invoices via Tungsten network or other acceptable system by VA FSC. Invoices submitted to VA FSC other than the electronic, will **NOT** be processed for payment.

Contractor may contact (877) 353-9791 for invoice inquiries. Incomplete and incorrect invoices shall be returned for correction.

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

AMENDMENT NO.	DATE

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

<b>ITEM SCHEDULE</b>					
<b>Ite m #</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL</b>
1	CAMERA - AXIS M3046-V	56	EA		
2	CAMERA - AXIS M3045-V	80	EA		
3	CAMERA - AXIS P3364-V 6MM	52	EA		
4	CAMERA - AXIS P3354-VE-6MM	51	EA		
5	CAMERA - AXIS P3364-LV 6MM	12	EA		
6	CAMERA - AXIS Q8414-LVS	6	EA		
7	CAMERA - AXIS P5534-E	27	EA		
8	CAMERA - SONY SNCHM662	22	EA		
9	CAMERA - DINION CAPTURE 5000	5	EA		
10	<b>CAMERA HARDWARE -</b> CONTRACTOR IS TO PROVIDE ALL NECESSARY HARDWARE SUCH AS BRACKETS, BOLTS, WEATHER PROTECTION CASING ETC. TO MOUNT AND INSTALL EACH CAMERA SO THAT IT CAN PERFORM AND PROVIDE THE REQUIRED FIELD VIEW	311	EA		
11	<b>VIDEO SERVER –</b> EACH SERVER SHALL HAVE NO MORE THAN 65 CAMERAS ON IT.	5	EA		

12	<b>MANAGEMENT SERVER</b>	1	<b>EA</b>		
13	<b>FALLOVER SERVER –</b> THE FAILOVER SERVER CAN SUPPORT A SINGLE RECORDING SERVER FAILURE.	1	<b>EA</b>		
14	<b>VIEW/WORK STATIONS -</b> TO REVIEW AND WATCH VIDEO SURVEILLANCE (SEE SECTION 14 OF SOW FOR DETAILS)	3	<b>EA</b>		
15	<b>CABLE INFRASTRUCTURE-</b> CABLING AND FIBER REQUIREMENTS - (APPLICABLE FOR ANY NEW INSTALLATIONS OF COPPER OR FIBER) CATEGORY 5E OR 6 (1000 Ft per box) TO INCLUDE ALL CAMERAS AND SERVERS	117	<b>BOX</b>		
16	<b>WIRED NETWORK SWITCHES -</b> CORE SWITCH CISCO CATALYST 4500-X SERIES 40-PORT 10GBE FIXED PORT SWITCHES	AS DETERMINED BY CONTRACTOR	<b>EA</b>		
17	<b>WIRED NETWORK SWITCHES –</b> 17 48 PORT PO E+ SWITCHES WILL BE: CISCO WS-C3750X-48P-E 48 PORT	AS DETERMINED BY CONTRACTOR	<b>EA</b>		
18	<b>WIRELESS ACCESS –</b> WIRELESS WILL BE USED IN AREAS WHERE CABLING IS NOT AN EFFECTIVE OPTION	AS DETERMINED BY CONTRACTOR	<b>EA</b>		
19	<b>SOFTWARE –</b> UPGRADE MILESTONE CORPORATE VMS TO MOST CURRENT VERSION AND REMOVAL OF OLD CISCO VIDEO SURVEILLANCE SYSTEM SOFTWARE. INTEGRATION WITH	1	<b>JB</b>		

	THE EXISTING LENEL ONGUARD 2013 ACCESS CONTROL AND LENEL INTEGRATED ALARM MANAGEMENT SYSTEM. TO INCLUDE LICENSING, SOFTWARE, AGREEMENTS, ETC. AS REQUIRED FOR BOTH THE VMS AND LENEL PACKAGES				
20	<b>ADMINISTRATIVE/MANAGEMENT-</b> THESE SERVICES ARE TO INCLUDE ANY DOCUMENTATION PROCESSING, PROJECT MANAGEMENT SOFTWARE TRAINING, CLEAN UP ETC.	1	<b>JB</b>		
21	<b>LABOR:</b> TO INCLUDE ALL THE LABOR FOR EQUIPMENT INSTALLATIONS, TESTING AND COMPLETION OF THE SERVICES.	1	<b>JB</b>		
<b>ESTIMATED TOTAL</b>				<b>\$</b>	<hr/>

**Please note:**

**Your quote should include the standard delivery cost for shipment of the all the items and any installation, if required.**

ALL ITEMS AND SERVICES WILL BE DELIVERED TO:

VAMC LOMA LINDA  
 11201 BENTON STREET  
 LOMA LINDA CA 92357

**B.3 SITE VISIT INFORMATION**

A site-visit has been scheduled for Thursday, September 22, 2016 at 9:00 AM PST. Please meet at the entrance of the main VA Loma Linda Medical Center. The point of contact will be contracting officer, Fredy A. Arteaga. A phone number will be provided to the individuals who confirm attendance.

Individuals planning to attend must show a state issued I.D. for identification at site visit. Please email fredy.artega@va.gov with the names of the individuals who will be in attendance no later than COB Wednesday, September 21, 2016.

## **B.4 SALIENT CHARACTERISTICS**

Below are the salient characteristics for equal to products in accordance with FAR Part 52.211-6 and 852.211-73 BRAND NAME OR EQUAL.

### **Cameras**

- Axis M3006-V, HD Resolution, 134 degree field of view, **3MP, digital PTZ, multi-view streaming**
- Axis M3005, HD Resolution, 118 degree field of view, **2MP, 3-axis angle, progressive scan, corridor format P-iris control (optimal depth of resolution)**
- Axis P3354-V 6mm, **HD Resolution, remote focus, remote zoom, 105 degree field of view, digital PTZ**
- Axis P3354-VE 6mm, **HD Resolution, remote focus, remote zoom, 105 degree field of view, tamper/vandal resistant**
- Axis P3364-LV 6mm **HD Resolution, remote focus, remote zoom, 105 degree field of view with built-in 850nm IR illuminator, 5MP, new long life LED, P-iris control for optimal image clarity , WDR**
- Axis Q8414-LVS, **HD Resolution, 105 degree field of view corner-mount Anti-ligature camera used in mental health seclusion rooms, network, stainless steel , impact resistance, IR LED illumination**
- Axis P5534-E, **HD Resolution, PTZ dome, 18X zoom, day and night camera, H.264 (optimizes bandwidth and storage), high power over Ethernet (IEEE802.3at)**
- Sony SNCHM-662 Mini-dome, **5MP, 360 degree Immersion panamorph lens, solid PTZ, advanced VMS, IK10- rated, vandal resistant, IP66-rated, water resistant, dust-light features**
- Bosch DINION, capture 5000 (or similar) **LPR camera, accurate license plate images, Night Capture Imaging, advanced ambient compensation minimizes overexposed plates for ALPR accuracy**

### **Servers**

#### **Video Server**

- Memory: 96GB, DIMM 240 pin, DDR3 1333 MHz / PC3-10600, CL9 registered ECC.
- Processors: (2) Intel Xeon E5 V3 series processors with a Passmark of 16000 or greater
- Case: 2, 3, 4 or 5U
- Case: Rack mounted
- Case: (16) 2.5" or 3.5" HDD bays for video archive
- Case: (2) 2.5" or 3.5" dedicated HDD for operating system
- OS: Windows Server 2012 R2, 64-bit, Standard Edition, x64, with 5 CALS.
- Network Controller will have 2 Integrated 1Gb ports
- Network Controller with 1 10Gb Network Controller
- Storage Controller: Smart RAID Array controller

- OS HDD: (2) 600+ GB, 10K, SAS, RAID 1
- Live Video HDD: (6) 600+ GB Enterprise class, 15K, LFF – SAS-2, hot swappable, Raid 5
- Storage HDD: (10) 4TB, 7.2K, LFF – SAS-2, hot swappable Raid 5
- PSU: (2) AC 90-135V 750-1000 Watt redundant power supplies with >80% efficiency rating.
- Must carry a manufacture 5 year unconditional warranty. Which will include 24/7 support either by phone or onsite, guaranteed 24 hour replacement of any part in the event of catastrophic failure

### **Management Server**

- Memory: 16GB, DIMM 240 pin, DDR3 1333 MHz / PC3-10600, CL9 registered ECC.
- Processors: (2) Intel Xeon E5 V3 series processors with a Passmark of 10094
- Case: 1U
- Case: Rack mounted
- Case: (8) 2.5” HDD bays
- OS: Windows Server 2012 R2, 64-bit, Standard Edition, x64, with 5 CALS.
- Network Controller will have 4 Integrated 1Gb ports
- 2GB RAID controller with WAIP RAID 0,1,5,6,10
- PSU: (2) AC 90-135V 800 Watt redundant power supplies with >80% efficiency rating
- Must carry a manufacture 5 year unconditional warranty. Which will include 24/7 support either by phone or onsite, guaranteed 24 hour replacement of any part in the event of catastrophic failure

### **Failover Server**

- Memory: 96GB, DIMM 240 pin, DDR3 1333 MHz / PC3-10600, CL9 registered ECC.
- Processors: (2) Intel Xeon E5 V3 series processors with a Passmark of 16000 or greater
- Case: 2, 3, 4 or 5U
- Case: Rack mounted
- Case: (16) 2.5” or 3.5” HDD bays for video archive
- Case: (2) 2.5” or 3.5” dedicated HDD for operating system
- OS: Windows Server 2012 R2, 64-bit, Standard Edition, x64, with 5 CALS.
- Network Controller will have 2 Integrated 1Gb ports
- Network Controller with 1 10Gb Network Controller
- Storage Controller: Smart RAID Array controller
- OS HDD: (2) 600+ GB, 10K, SAS, RAID 1 (Mirrored)
- Live Video HDD: (16) 600+ GB Enterprise class, 15K, LFF – SAS-2, hot swappable, Raid 5
- PSU: (2) AC 90-135V 750-1000 Watt redundant power supplies with >80% efficiency rating
- Must carry a manufacture 5 year unconditional warranty. Which will include 24/7 support either by phone or onsite, guaranteed 24 hour replacement of any part in the event of catastrophic failure

**Note: Failover servers only supports live video storage no archive drives are needed**



## **Work/View Stations**

- Processor: (2) Intel Xeon E5 V3 with CPU Passmark of 13,000 or greater
- Memory: 32 GB
- Case: Desktop
- Case: Rack Mountable Option
- OS: Windows 7, 64-bit
- OS HDD: 1TB
- Video HDD: 3TB
- Video Card: 4 Gig video card with support for a minimum of 4 connected video monitors
- PSU: 800 Watt, 80 PLUS GOLD Certified
- Camera Feed Capacity: display 90 live camera feeds simultaneously on multiple (up to 4) monitors with a camera resolution of 720p 1280 x 800, H.264 all at 10 FPS.

## **Wired network Switches**

### **Core Switch**

- Cisco Catalyst 4500-X Series 40-port 10GbE Fixed Port Switches, delivers up to 800Gbps, scales up to 1.6 Tbps capacity, Virtual Switching System (VSS) resiliency, simplifies Easy Virtual Networks (EVN), reduces energy cost

### **Switch Specifications**

- 24 Port Po E+ Switches will be: CISCO WS-C3750X-24P-E 24port Po E+ enterprise-class stackable layer 3, fixed configuration switch, Energy-wise, Media Access Control Security (MACSEC), dual redundant, flexible Net Flow
- 48 Port Po E+ Switches will be: CISCO WS-C3750X-48P-E 48 port Po E+ enterprise class stackable layer 3, fixed configuration switch, Energy-wise, Media Access Control Security (MACSEC), dual redundant, flexible Net Flow

## **Wireless Hardware “Mesh” Network**

- Must support frequencies in the unlicensed ISM 5.8GHz band
- Must be FIPS 140.2 compliant
- Must support AES 128bit encryption or better
- Must support a minimum bandwidth throughput of 50 Megabits per second
- Must work in harsh outdoor environments
- Must support point-to-point and point-to-multiple point mesh networks
- Must have a Quality of Service (QOS) of greater than 99%
- Must have a user friendly web interface which will allow for easy monitoring, and configuration
- Must be optimized for Video Surveillance
- Must have a connectorized and selectable antenna.
- Antenna(s) must not be integrated
- Radios must supply Po E (Power over Ethernet)

The information identified above is intended to be descriptive, not restrictive and to indicate the quality that will be satisfactory. The interested parties bear full responsibility to ensure their submission demonstrates to the government that they can provide the brand name or equal to supplies being requested.

## **B.5 STATEMENT OF WORK**

### **STATEMENT OF WORK: Jerry L. Pettis Memorial VA Hospital (VALLMC)**

#### **1. Background**

The Jerry L. Pettis Memorial VA Hospital requires a major upgrade to the video surveillance system campus wide. The existing system consists of a mix of 311 analog and digital cameras, 38 Edge switches, 1 Core switch, 7 Video Surveillance Media Servers (VSMS), 1 Video Surveillance Operations Manager (VSOM) server running version 6.3.2, and some aging hardware in between. Significantly underpowered servers, switch hardware, bandwidth and low Quality of Service (QOS), along with a varied fleet of aging cameras and restrictive poorly supported video management software are the primary driving factors behind the need to upgrade.

#### **2. Objectives**

The priority objectives are to upgrade and improve the network, servers, camera hardware and Video Management Software (VMS). The necessary upgrades consist of a VMS software package, replacement of all existing cameras (working or dysfunctional), removal of all analog encoders and related analog equipment. The completed system must provide the ability to monitor video streams in real time from multiple locations, archive all video for a minimum of 30 days, print full color images for evidentiary purposes, integrate Lenel access control system(s), integrate Lenel Alarm Management system, integrate license plate recognition (LPR) system, provide capability to expand as needed, provide video analytics, and provide a user friendly operating environment.

#### **3. Place(s) of Performance**

11201 Benton Street Loma Linda, CA 92357

#### **4. Working Hours**

Work will be completed on weekdays, excluding federal holidays, during the hospitals regular weekday business hours. Federal holidays observed during the execution of work may be exchanged for contractor observed days, only on a one-for-one basis, requested by the contractor and subject to approval by the contracting officer (CO).

Normal operating hours for all locations listed above are from 8:00 A.M. to 5:00 P.M. on weekdays Monday through Friday. The contractor must arrange with the Contracting Officer Representative (COR) to schedule work and facility access outside of these parameters. Work outside of these parameters will not incur additional cost to the government and will only be performed at the convenience of the government.

## 5. Scope of Work

### (Software Upgrade Information)

- 5.1. The contractor shall upgrade Milestone Corporate VMS to most current version and remove old Cisco Video Surveillance System software.
  - 5.2. The contractor shall ensure the ability to integrate with the existing Lenel OnGuard 2013 Access Control and Lenel Integrated Alarm Management System
  - 5.3. The contractor shall provide 2 additional years of SUP licenses for all cameras, software maintenance, and integration licensing after initial base year.
  - 5.4. The contractor shall provide the integration licensing, software, agreements, etc. as required for both the VMS and Lenel packages.
- 
- 5.5. Cameras will be re-located to meet the needs of the VA Police Department. The VA COR, VA police and contractor are responsible for verifying proper angle and view captured before acceptance is complete.
  - 5.6. The contractor shall relocate 10 cameras in the patient parking tower to provide the most unobstructed view possible and as approved by VA COR and Police representatives.
  - 5.7. The contractor shall ensure that each License Plate Reading (LPR) location has 2 cameras. One camera will be a Bosch DINION capture 5000 (or similar) configured as the LPR camera. The second camera will be an Axis P1346 (or similar) configured to capture the entire vehicle as it enters or exits the view.
  - 5.8. The contractor shall install equipment that fully satisfies the technical requirements of all components indicated herein.
  - 5.9. The contractor shall install new equipment only. No refurbished, returned, or used equipment is permitted.
  - 5.10. The contractor shall test and certify that all fiber used in this project meets EIA/TIA 568 C standard for fiber optics
  - 5.11. The contractor shall use established wiring standards when installing new cabling. Refer to VALLMC cabling guide for additional information – Appendix B
  - 5.12. The contractor shall use wireless mesh network technology where access to fiber or CAT6 cable is not available
  - 5.13. The contractor shall replace all current wireless mesh equipment with new wireless equipment and ensure that it meets all the required specifications herein.
  - 5.14. The contractor shall ensure all wireless transmission of surveillance video data is optimized. Optimization will ensure that all parameters are reviewed and calibrated for optimal performance and uptime. Parameters shall include signal strength, antenna alignment, and encryption. Additionally, the contractor shall inspect, repair (or replace) all mounting hardware and environmental protective devices, etc
  - 5.15. The contractor shall provide documentation for all wireless mesh network setting
  - 5.16. The contractor is responsible for all licensing of wireless mesh networking components
  - 5.17. The contractor shall be responsible for ensuring all wireless communications are functioning and stable
  - 5.18. The contractor shall ensure all servers and client work stations are built to the specifications defined herein
  - 5.19. The contractor shall ensure each camera has an environmentally and impact resistant housing with an IP51, IP66 or IK10 rating
  - 5.20. The contractor shall provide all new OEM mounting hardware for all newly installed hardware,

- 5.21. The contractor shall remove as much cable as possible without damaging other existing cabling
- 5.22. Equipment and Material Disposal Plan: The contractor shall be responsible for removal and disposal of all equipment and materials removed during construction. None of the equipment or material removed during construction will leave government property unless directed otherwise by the VA COR. A plan for disposal will be agreed upon during the 30% design review prior to commencement of work. Refer to Technical Information Library (TIL) 01 00 00 for additional information:  
<http://www.cfm.va.gov/TIL/spec/010000.docx>
- 5.23. The contractor shall provide lightening protection for all equipment mounted outdoors. Proposed lightening protection solutions must be presented and approved by the VA COR during the 30% design review. The equipment will meet all required manufacture recommendations.
- 5.24. The contractor shall provide all necessary equipment, labor, and tools required to complete this project per the requirements and specifications herein. Including, but not limited to, specialty networking tools, high lifts, “cherry pickers”, HEPA containment tents, core drills, electricians, trade labor, etc.

## **6. General Requirements**

- 6.1. Contractor must plan a design review meeting that covers a full review of design documents and project plan/phases that are a minimum of 30% complete. No equipment shall be purchased and the project will not proceed until all parties are in agreement and the project documents are approved by VA representatives. This meeting must occur within 30 calendar days of *Notice to Proceed*.
- 6.2. The contractor shall include the number of trained plus certified techs in the local office that supports these products.
  - 6.2.1. State the number of years the local office has been servicing these systems
  - 6.2.2. Include certification documents for at least 3 technicians
- 6.3. The contractor shall demonstrate the capacity to dispatch technicians 24x7x365 for onsite service during the initial 1 year warranty period after installation has been accepted as complete by VA COR
- 6.4. The contractor must possess the capacity to professionally maintain active directory integration, business continuity / disaster planning, custom applications, custom reports, database integration, database management, database migration, network monitoring, predictive maintenance, system audits, technology roadmap, and virtual environments.
- 6.5. The contractor shall provide documentation of staff with IT certifications and certified personnel providing the professional services indicated herein
- 6.6. The contractor must employ at least one Certified Security Project Manager (CSPM) from a certifying entity such as the Security Industry Association (SIA).
- 6.7. Structural members shall not be cut or altered, except where noted on drawings and/or specifications, without the authorization of the CO
- 6.8. Work remaining in place that is damaged or defaced during this contract shall be restored to the condition existing at the time of award of contract.
- 6.9. The contractor is responsible for moving any furniture or equipment located in the building. The contractor shall provide adequate protection for said furniture or equipment before any preparation, work, or painting. The contractor shall return all

items moved to their original location as work is completed. This will be coordinated with the COR.

- 6.10. The contractor shall provide all necessary barriers, safety equipment, and signage for both pedestrian and vehicle traffic impacted while work is in progress.
- 6.11. All personnel engaged in the contract activities specified herein must be licensed by the state, local authority, and/or the city local authority in those trades, crafts, or professions that require licensing by such jurisdictions. The license must be of a grade or other level consistent with the requirement of the work being performed and/or as established by said jurisdictions. Refer to: **VA Handbook 0730 Physical Security and TIL for additional Guidance**
- 6.12. The contractor shall ensure all walls, ceilings, floors, furniture, etc., are protected from damage due to water, staining, or falling debris created during the coring/sawing process.
- 6.13. The contractor shall repair any damage to the original condition at the contractor's expense. All areas will be cleaned after core drilling.
- 6.14. The contractor shall ensure that all penetrations produced or impacted by this project are sealed in such a way as to return the fire rating and/or weather barrier to NFPA 99 requirements and/or local fire code, whichever is greater.
- 6.15. Any work performed by the contractor at his/her own volition outside the working hours and days indicated herein will be at no additional expense to the Government.
- 6.16. No unauthorized work shall be initiated without the prior approval of the CO or the COR. The CO shall approve any request, or requests for changes (RFC) in project scope and/or additional requirements, in writing prior to the contractor proceeding with any related work. Any changes accomplished without prior written approval, will be done at no additional expense to the Government.
- 6.17. All measurements and locations are approximate and shall be verified by the contractor. The Government will not be held responsible for any error or variation in any measurements or other data listed, nor will the contractor, because of an error or variation in any measurement listed, be relieved of his responsibility to carry out the contract in accordance with the true intent and meaning of the specifications without additional expense to the Government.
- 6.18. The contractor shall park vehicles as indicated by the VA COR or government representative. Contractors will be allowed one vehicle on-site.
- 6.19. The contractor shall understand that there is limited staging space and storage for staging materials (150NSF).
- 6.20. The contractor shall submit an infection control plan approved by VA infection control prior to any work being started
- 6.21. Ceiling tiles will be provided by the contractor. The contractor shall shape, prepare, and install ceiling tiles.
- 6.22. The contractor shall sand, prepare finish and paint to VA standard any damaged sheet rock, stucco, etc. including any surrounding infrastructure.

## **7. Camera Hardware Requirements**

- 7.1. Axis M3006-V, HD Resolution, 134 degree field of view, 3MP, digital PTZ, multi-view streaming
- 7.2. Axis M3005, HD Resolution, 118 degree field of view, 2MP, 3-axis angle, progressive scan, corridor format P-iris control (optimal depth of resolution)

- 7.3. Axis P3354-V 6mm, HD Resolution, remote focus, remote zoom, 105 degree field of view, digital PTZ
- 7.4. Axis P3354-VE 6mm, HD Resolution, remote focus, remote zoom, 105 degree field of view, tamper/vandal resistant
- 7.5. Axis P3364-LV 6mm HD Resolution, remote focus, remote zoom, 105 degree field of view with built-in 850nm IR illuminator, 5MP, new long life LED, P-iris control for optimal image clarity , WDR
- 7.6. Axis Q8414-LVS, HD Resolution, 105 degree field of view corner-mount Anti-ligature camera used in mental health seclusion rooms, network, stainless steel , impact resistance, IR LED illumination
- 7.7. Axis P5534-E, HD Resolution, PTZ dome, 18X zoom, day and night camera, H.264 (optimizes bandwidth and storage), high power over Ethernet (IEEE802.3at)
- 7.8. Sony SNCHM-662 Mini-dome, 5MP, 360 degree Immersion panamorph lens, solid PTZ, advanced VMS, IK10- rated, vandal resistant, IP66-rated, water resistant, dust-light features
- 7.9. Bosch DINION, capture 5000 (or similar) LPR camera, accurate license plate images, Night Capture Imaging, advanced ambient compensation minimizes overexposed plates for ALPR accuracy

**8. Cabling and Fiber Requirements (Applicable for any NEW installations of copper or fiber)**

- 8.1. Copper Cabling
  - 8.1.1. Category 5e or 6
  - 8.1.2. Plenum Rated
  - 8.1.3. Terminated, tested, and certified to TIA 568 standards. [copper + fiber]
  - 8.1.4. Cable or Fiber requiring burial will meet “direct burial” standards [copper + fiber]
- 8.2. Fiber Type
  - 8.2.1. Multi-Mode 62.5 micron [fiber]
  - 8.2.2. Armored [fiber]
  - 8.2.3. All fiber will be 6 pair (12 fibers)
  - 8.2.4. All splices will be performed using “fusion splicing” [fiber]
  - 8.2.5. ST or LC Type Connectors [fiber]
- 8.3. Cable/Fiber Pathways and Requirements.
  - 8.3.1. Cable trays are to be used wherever available. If a cable tray is not available or not accessible the VA COR must be consulted for the best pathway for the cabling.
  - 8.3.2. Cable should never be run below, around otherwise draped across ducting, plumbing, or come in contact with any fire safety equipment.
  - 8.3.3. Zip-ties shall not be used for securing or bundling fibers or cable bundles. Hook and loop (Velcro) is the only acceptable material for use
  - 8.3.4. Appropriate service loops shall be used wherever necessary
  - 8.3.5. Cable will not follow sharp angles
  - 8.3.6. Cable shall not be excessively taut in any instance
  - 8.3.7. Cabling shall be protected from all sharp edges for final installation and inspection
  - 8.3.8. All cabling run outside of the wall, above the ceiling, and the interstitial will be in conduit.
  - 8.3.9. Cable trays will be used in all instances to support cabling in all non-conduit applications.
  - 8.3.10. Wiring will be supported /performed by VA.

## **9. Core Switch Specifications:**

- 9.1. Cisco Catalyst 4500-X Series 40-port 10GbE Fixed Port Switches, delivers up to 800Gbps, scales up to 1.6 Tbps capacity, Virtual Switching System (VSS) resiliency, simplifies Easy Virtual Networks (EVN), reduces energy cost

## **10. Switch Specifications:**

- 10.1. 24 Port Po E+ Switches will be: CISCO WS-C3750X-24P-E 24port Po E+ enterprise-class stackable layer 3, fixed configuration switch, Energy-wise, Media Access Control Security (MACSEC), dual redundant, flexible Net Flow
- 10.1. 48 Port Po E+ Switches will be: CISCO WS-C3750X-48P-E 48 port Po E+ enterprise class stackable layer 3, fixed configuration switch, Energy-wise, Media Access Control Security (MACSEC), dual redundant, flexible Net Flow

## **11. Video Server Specifications**

- 11.1. Servers will meet or exceed all of the following minimum specifications:
  - 11.1.1. Memory: 96GB, DIMM 240 pin, DDR3 1333 MHz / PC3-10600, CL9 registered ECC.
  - 11.1.2. Processors: (2) Intel Xeon E5 V3 series processors with a Passmark of 16000 or greater
  - 11.1.3. Case: 2, 3, 4 or 5U
  - 11.1.4. Case: Rack mounted
  - 11.1.5. Case: (16) 2.5" or 3.5" HDD bays for video archive
  - 11.1.6. Case: (2) 2.5" or 3.5" dedicated HDD for operating system
  - 11.1.7. OS: Windows Server 2012 R2, 64-bit, Standard Edition, x64, with 5 CALS.
  - 11.1.8. Network Controller will have 2 Integrated 1Gb ports
  - 11.1.9. Network Controller with 1 10Gb Network Controller
  - 11.1.10. Storage Controller: Smart RAID Array controller
  - 11.1.11. OS HDD: (2) 600+ GB, 10K, SAS, RAID 1
  - 11.1.12. Live Video HDD: (6) 600+ GB Enterprise class, 15K, LFF – SAS-2, hot swappable, Raid 5
  - 11.1.13. Storage HDD: (10) 4TB, 7.2K, LFF – SAS-2, hot swappable Raid 5
  - 11.1.14. PSU: (2) AC 90-135V 750-1000 Watt redundant power supplies with >80% efficiency rating.
- 11.2. Contractor shall provide all Video Management Software (VMS) channel licensing.
- 11.3. Contractor shall ensure that a minimum of 30 days of video archiving is achieved for all cameras on the system.
- 11.4. Contractor shall ensure that the server has expandable storage either internal or external (hot swappable) to meet the storage needs of the VA Police Department.
- 11.5. Contractor shall ensure that installed servers carry a manufacture 5 year unconditional warranty. Which will include 24/7 support either by phone or onsite, guaranteed 24 hour replacement of any part in the event of catastrophic failure
- 11.6. All switches and server submittals are subject to VA OI&T approval.

## **12. Management Server**

- 12.1. Servers will meet or exceed all of the following minimum specifications:

- 12.1.1. Memory: 16GB, DIMM 240 pin, DDR3 1333 MHz / PC3-10600, CL9 registered ECC.
- 12.1.2. Processors: (2) Intel Xeon E5 V3 series processors with a Passmark of 10094
- 12.1.3. Case: 1U
- 12.1.4. Case: Rack mounted
- 12.1.5. Case: (8) 2.5" HDD bays
- 12.1.6. OS: Windows Server 2012 R2, 64-bit, Standard Edition, x64, with 5 CALS.
- 12.1.7. Network Controller will have 4 Integrated 1Gb ports
- 12.1.8. 2GB RAID controller with WAIP RAID 0,1,5,6,10
- 12.1.9. PSU: (2) AC 90-135V 800 Watt redundant power supplies with >80% efficiency rating
- 12.1.10. Contractor shall ensure that installed management server carries a manufacture 5 year unconditional warranty. Which will include 24/7 support either by phone or onsite, guaranteed 24 hour replacement of any part in the event of catastrophic failure.

### **13. Failover Server Specifications**

- 13.1. Servers will meet or exceed all of the following minimum specifications:
  - 13.1.1. Memory: 96GB, DIMM 240 pin, DDR3 1333 MHz / PC3-10600, CL9 registered ECC.
  - 13.1.2. Processors: (2) Intel Xeon E5 V3 series processors with a Passmark of 16000 or greater
  - 13.1.3. Case: 2, 3, 4 or 5U
  - 13.1.4. Case: Rack mounted
  - 13.1.5. Case: (16) 2.5" or 3.5" HDD bays for video archive
  - 13.1.6. Case: (2) 2.5" or 3.5" dedicated HDD for operating system
  - 13.1.7. OS: Windows Server 2012 R2, 64-bit, Standard Edition, x64, with 5 CALS.
  - 13.1.8. Network Controller will have 2 Integrated 1Gb ports
  - 13.1.9. Network Controller with 1 10Gb Network Controller
  - 13.1.10. Storage Controller: Smart RAID Array controller
  - 13.1.11. OS HDD: (2) 600+ GB, 10K, SAS, RAID 1 (Mirrored)
  - 13.1.12. Live Video HDD: (16) 600+ GB Enterprise class, 15K, LFF – SAS-2, hot swappable, Raid 5
  - 13.1.13. PSU: (2) AC 90-135V 750-1000 Watt redundant power supplies with >80% efficiency rating
  - 13.1.14. Contractor shall ensure that installed failover server carries a manufacture 5 year unconditional warranty. Which will include 24/7 support either by phone or onsite, guaranteed 24 hour replacement of any part in the event of catastrophic failure.
- 13.2. Contractor shall ensure that one failover server is in place

Note: Failover servers only supports live video storage no archive drives are needed

### **14. Work/View Station Client Computer Specifications**

- 14.1. Client Computers will meet or exceed all of the following minimum specifications:
  - 14.1.1. Processor: (2) Intel Xeon E5 V3 with CPU Passmark of 13,000 or greater
  - 14.1.2. Memory: 32 GB
  - 14.1.3. Case: Desktop
  - 14.1.4. Case: Rack Mountable Option
  - 14.1.5. OS: Windows 7, 64-bit
  - 14.1.6. OS HDD: 1TB



- 14.1.7. Video HDD: 3TB
- 14.1.8. Video Card: 4 Gig video card with support for a minimum of 4 connected video monitors
- 14.1.9. PSU: 800 Watt, 80 PLUS GOLD Certified
- 14.1.10. Camera Feed Capacity: display 90 live camera feeds simultaneously on multiple (up to 4) monitors with a camera resolution of 720p 1280 x 800, H.264 all at 10 FPS.
- 14.1.11. Contractor shall ensure that installed client machines carry a manufacture 5 year unconditional warranty. Which will include 24/7 support either by phone or onsite, guaranteed 24 hour replacement of any part in the event of catastrophic failure.  
NOTE: contractor will leave enough service loop to allow for the client machine to move to new location in the future ~ 100ft

## **15. Wireless Hardware “Mesh” Network Requirements**

- 15.1. Must support frequencies in the unlicensed ISM 5.8GHz band
- 15.2. Must be FIPS 140.2 compliant
- 15.3. Must support AES 128bit encryption or better
- 15.4. Must support a minimum bandwidth throughput of 50 Megabits per second
- 15.5. Must work in harsh outdoor environments
- 15.6. Must support point-to-point and point-to-multiple point mesh networks
- 15.7. Must have a Quality of Service (QOS) of greater than 99%
- 15.8. Must have a user friendly web interface which will allow for easy monitoring, and configuration
- 15.9. Must be optimized for Video Surveillance
- 15.10. Must have a connectorized and selectable antenna.
  - 15.10.1. Antenna(s) must not be integrated
- 15.11. Radios must supply Po E (Power over Ethernet)

## **16. Compliance**

- 16.1. The contractor shall be fully responsible for compliance with all VA Guidelines & TIL, local, state, and Federal environmental and occupational safety laws, rules, and regulations.
- 16.2. The contractor shall plan for a minimum of two weeks lead time prior to beginning work at any VA facility for the following:
  - 16.2.1. Contractor badging (requires finger-prints and two forms of ID) *[This requirement may be obviated if the contractors have official and active PIV cards from another VA Facility.]*
  - 16.2.2. Infection Control Training
  - 16.2.3. Fall Prevention Training
- 16.3. The contractor shall follow all life safety health codes, and take all necessary actions to avoid conditions that may be hazardous to the health and safety of the contract employees, hospital personnel, visitors, and patients.
- 16.4. The contractor is responsible for meeting all applicable OSHA and VA guidelines for safe working processes. All work for the duration of the contract will be performed by certified trained technicians.

- 16.5. The contractor shall provide a copy of operation and safety manual to VA Occupation Safety Officer prior to any work being completed.

**17. Notification and Response Time**

The contractor shall contact COR if scheduled work for that day will not be performed. This contact must be made no later than 9 A.M.

**18. Parts and Equipment**

All equipment installed by contractor will meet the minimum hardware requirements stated herein.

**19. Confirmation of Completed Work**

All completed work will be confirmed and approved by the VA COR. This will be done during the working hours indicated herein.

**20. Building and Wall Penetrations**

Contractor shall ensure that all building penetrations are sealed in such a way that the full extent of fire rating requirements in NFPA 99 and VA building code are satisfied.

**21. Contractor OEM Certifications**

Contractor shall be Original Equipment Manufacturer (OEM) certified to install, service, and maintain surveillance equipment. Contractor will provide evidence of all OEM certifications prior to any work being performed.

**22. Performance and Testing**

The contractor shall ensure that all installed equipment is properly programmed and tested. All cameras will be focused and lenses adjusted so as to provide the best image possible. All adjustments will be made to meet the requirements and full satisfaction of VA Police Department and the VA COR.

**23. Documentation of Services Performed**

The contractor shall provide at a minimum the following data:

- 23.1. IP address and subnets
- 23.2. VLAN information
- 23.3. Switch name
- 23.4. Switch IP address
- 23.5. Switch location
- 23.6. Ports assigned to devices
- 23.7. User names and passwords
- 23.8. Equipment serial numbers
- 23.9. Locations of equipment
  - 23.9.1. Building
  - 23.9.2. Floor
  - 23.9.3. Room
- 23.10. AutoCAD drawing indicating cabling paths and lengths
- 23.11. PDF copy of the same
- 23.12. (1) full-size and (1) half size set of paper copies of the same
- 23.13. Any and all manufacturer warranty information for each piece of equipment installed

- 23.14. The contractor shall provide a database (excel spreadsheet) referencing camera number, camera type, location, floor, DVR number, input number, and matrix port number.
- 23.15. The contractor shall provide two (2) full sets of O&M manuals. These manuals can be provide either printed or electronically. Contractor shall include programming guides, configuration manuals, and user guides. Manuals will include a Compact Disk (CD) with electronic versions of all documents, as well as any viewing, management, or configuration software on CD.

#### **24. Cleanup**

- 24.1. The contractor shall be responsible for cleaning of the work area(s) upon completion of each work day. All accumulated trash shall be removed and disposed of daily.
- 24.2. The contractor shall ensure disposal of all waste material shall be in accordance with waste management specifications as well as Federal, State, and local environmental regulations. Refer to TIL 01 74 19 for additional information: <http://www.cfm.va.gov/TIL/spec/017419.doc>
- 24.3. The contractor shall ensure and provide appropriate documentation to CO that all hazardous waste handlers, haulers, and disposal facilities are properly certified or licensed.
- 24.4. The contractor shall provide shipping manifest and documentation of disposal of any substance that is controlled by Federal, State, and local regulation prior to final payment.

#### **25. Special Tools**

the contractor shall provide all tools and test equipment necessary for assembling, calibrating, adjusting, certifying and any other work required for performance of this contract.

#### **26. Equipment Warranty and Warranty Repair**

The contractor shall warrant all products sold under this agreement for a period of one (2) years after project has been accepted by VA CO and COR as complete. Warranty shall include time, tools, supplies, and labor. The contractors' obligation under this warranty is limited to repairing or replacing malfunctioning parts (cameras, illuminators, switches, servers, computers, cabling, media converters, etc.) within 5 business days during this warranty period. The contractor shall be responsible for removal, reinstallation, proper configuration, and verification of functionality. The contractor shall also ensure that all VMS software licensing issues are addressed when replacing defective items.

#### **27. Contractor Employees**

Contractor personnel shall present a neat appearance and be easily recognized as a contractor employee. All contractors' personnel will wear VA assigned identification badges visibly and above the waistline at all times while on VA property.

#### **28. Check-in, Check-out, Escort**

all contractor personnel working onsite at any locations listed above must check-in and check-out with the VA COR. If contractor personnel require access to sensitive work areas, appropriate staff will escort the contractor personnel at all times. Contractor shall provide

name and phone number each day at check to VA COR.

**29. Information Systems Officer, Information Protection:**

The contractor shall not have access to VA Desktop computers nor will they have access to online resources belonging to the government while conducting services.

**30. Privacy Officer:**

The contractor shall not have access to Patient Health Information (PHI) nor will they have the capability of accessing patient information during the services provided to the VA.

**31. Records Manager:**

There will be no federal records created, maintained, used or dispositioned with this contract; regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.].

## SECTION C - CONTRACT CLAUSES

### C.1 VAAR 852.246-71 INSPECTION (2008) ALTERNATE I (JAN 2008)

The contractor shall remove rejected supplies within 48 hours after notice of rejection. Supplies determined to be unfit for human consumption will not be removed without permission of the local health authorities. Supplies not removed within the allowed time may be destroyed. The Department of Veterans Affairs will not be responsible for nor pay for products rejected. The contractor will be liable for costs incident to examination of rejected products.

(End of Clause)

### C.2 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)

### C.3 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial

purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

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

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

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

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

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

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

#### **C.4 52.236-12 CLEANING UP (APR 1984)**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of Clause)

## **C.5 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)**

(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 (NOV 2015).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (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. (OCT 2015) (31 U.S.C. 6101 note).

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

(10) [Reserved]

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

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

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

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

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (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 2015) 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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (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 (FEB 2016) (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 (OCT 2015) (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 (FEB 2016) (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 (OCT 2015). (E. O. 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.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (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.)
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of 52.223-13.
- (39)(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.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

- (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (46)(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.
- (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (48) 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).
- (49) 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).
- (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (Apr 2003) of 52.247-64.

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

- (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (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 (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (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 (FEB 2016) (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 (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

## **C.6 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)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
852.211-70	SERVICE DATA MANUALS, MECHANICAL EQUIPMENT	JAN 2008

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

### **1. APPENDIX A – LOCATION AND DESCRIPTION OF CAMERAS (AVAILABLE WITH SOLICITATION)**

### **2. VA ASSESSMENT DRAWING LAYOUT OF CAMERAS (AVAILABLE WITH SOLICITATION)**

Note: This assessment was conducted and acquired via Contract VA262-14-F-4255 on August 13, 2014 by the VA Loma Linda. Please be advised that due to the lapse in time from the assessment, some of the locations, cameras, recommendations may now be obsolete, no longer required or altered.

## **SECTION E - SOLICITATION PROVISIONS**

### **E.1 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

### **E.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-14 Limitations on Subcontracting. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

### **E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (APR 2016)**

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

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

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

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;



- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

*[List as necessary]*

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

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

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____

\_\_\_\_\_

\_\_\_\_\_

*[List as necessary]*

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

Other Foreign End Products:

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

*[List as necessary]*

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

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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



[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with

the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

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

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

(2) *Representation.* The Offeror represents that—

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: \_\_\_\_.

Immediate owner legal name: \_\_\_\_.

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

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

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

Highest-level owner CAGE code: \_\_\_\_.

Highest-level owner legal name: \_\_\_\_.

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

*(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_.

*(Do not use a "doing business as" name).*

(End of Provision)

#### **E.4 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

#### **E.5 52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

## **E.6 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)**

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. **CAUTION TO BIDDERS.** The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

The clause entitled "Brand name or equal" applies only to the following line items:



## Cameras

- Axis M3006-V, HD Resolution, 134 degree field of view, **3MP, digital PTZ, multi-view streaming**
- Axis M3005, HD Resolution, 118 degree field of view, **2MP, 3-axis angle, progressive scan, corridor format P-iris control (optimal depth of resolution)**
- Axis P3354-V 6mm, **HD Resolution, remote focus, remote zoom, 105 degree field of view, digital PTZ**
- Axis P3354-VE 6mm, **HD Resolution, remote focus, remote zoom, 105 degree field of view, tamper/vandal resistant**
- Axis P3364-LV 6mm **HD Resolution, remote focus, remote zoom, 105 degree field of view with built-in 850nm IR illuminator, 5MP, new long life LED, P-iris control for optimal image clarity, WDR**
- Axis Q8414-LVS, **HD Resolution, 105 degree field of view corner-mount Anti-ligature camera used in mental health seclusion rooms, network, stainless steel, impact resistance, IR LED illumination**
- Axis P5534-E, **HD Resolution, PTZ dome, 18X zoom, day and night camera, H.264 (optimizes bandwidth and storage), high power over Ethernet (IEEE802.3at)**
- Sony SNCHM-662 Mini-dome, **5MP, 360 degree Immersion panamorph lens, solid PTZ, advanced VMS, IK10-rated, vandal resistant, IP66-rated, water resistant, dust-light features**
- Bosch DINION, capture 5000 (or similar) **LPR camera, accurate license plate images, Night Capture Imaging, advanced ambient compensation minimizes overexposed plates for ALPR accuracy**

## Servers

### **Video Server**

- Memory: 96GB, DIMM 240 pin, DDR3 1333 MHz / PC3-10600, CL9 registered ECC.
- Processors: (2) Intel Xeon E5 V3 series processors with a Passmark of 16000 or greater
- Case: 2, 3, 4 or 5U
- Case: Rack mounted
- Case: (16) 2.5" or 3.5" HDD bays for video archive
- Case: (2) 2.5" or 3.5" dedicated HDD for operating system
- OS: Windows Server 2012 R2, 64-bit, Standard Edition, x64, with 5 CALS.
- Network Controller will have 2 Integrated 1Gb ports
- Network Controller with 1 10Gb Network Controller
- Storage Controller: Smart RAID Array controller
- OS HDD: (2) 600+ GB, 10K, SAS, RAID 1
- Live Video HDD: (6) 600+ GB Enterprise class, 15K, LFF – SAS-2, hot swappable, Raid 5
- Storage HDD: (10) 4TB, 7.2K, LFF – SAS-2, hot swappable Raid 5
- PSU: (2) AC 90-135V 750-1000 Watt redundant power supplies with >80% efficiency rating.
- Must carry a manufacture 5 year unconditional warranty. Which will include 24/7 support either by phone or onsite, guaranteed 24 hour replacement of any part in the event of catastrophic failure

## **Management Server**

- Memory: 16GB, DIMM 240 pin, DDR3 1333 MHz / PC3-10600, CL9 registered ECC.
- Processors: (2) Intel Xeon E5 V3 series processors with a Passmark of 10094
- Case: 1U
- Case: Rack mounted
- Case: (8) 2.5" HDD bays
- OS: Windows Server 2012 R2, 64-bit, Standard Edition, x64, with 5 CALS.
- Network Controller will have 4 Integrated 1Gb ports
- 2GB RAID controller with WAIP RAID 0,1,5,6,10
- PSU: (2) AC 90-135V 800 Watt redundant power supplies with >80% efficiency rating
- Must carry a manufacture 5 year unconditional warranty. Which will include 24/7 support either by phone or onsite, guaranteed 24 hour replacement of any part in the event of catastrophic failure

## **Failover Server**

- Memory: 96GB, DIMM 240 pin, DDR3 1333 MHz / PC3-10600, CL9 registered ECC.
- Processors: (2) Intel Xeon E5 V3 series processors with a Passmark of 16000 or greater
- Case: 2, 3, 4 or 5U
- Case: Rack mounted
- Case: (16) 2.5" or 3.5" HDD bays for video archive
- Case: (2) 2.5" or 3.5" dedicated HDD for operating system
- OS: Windows Server 2012 R2, 64-bit, Standard Edition, x64, with 5 CALS.
- Network Controller will have 2 Integrated 1Gb ports
- Network Controller with 1 10Gb Network Controller
- Storage Controller: Smart RAID Array controller
- OS HDD: (2) 600+ GB, 10K, SAS, RAID 1 (Mirrored)
- Live Video HDD: (16) 600+ GB Enterprise class, 15K, LFF – SAS-2, hot swappable, Raid 5
- PSU: (2) AC 90-135V 750-1000 Watt redundant power supplies with >80% efficiency rating
- Must carry a manufacture 5 year unconditional warranty. Which will include 24/7 support either by phone or onsite, guaranteed 24 hour replacement of any part in the event of catastrophic failure

**Note: Failover servers only supports live video storage no archive drives are needed**

## **Work/View Stations**

- Processor: (2) Intel Xeon E5 V3 with CPU Passmark of 13,000 or greater
- Memory: 32 GB
- Case: Desktop
- Case: Rack Mountable Option
- OS: Windows 7, 64-bit
- OS HDD: 1TB
- Video HDD: 3TB
- Video Card: 4 Gig video card with support for a minimum of 4 connected video monitors
- PSU: 800 Watt, 80 PLUS GOLD Certified
- Camera Feed Capacity: display 90 live camera feeds simultaneously on multiple (up to 4) monitors with a camera resolution of 720p 1280 x 800, H.264 all at 10 FPS.

## **Wired network Switches**

### **Core Switch**

- Cisco Catalyst 4500-X Series 40-port 10GbE Fixed Port Switches, delivers up to 800Gbps, scales up to 1.6 Tbps capacity, Virtual Switching System (VSS) resiliency, simplifies Easy Virtual Networks (EVN), reduces energy cost

### **Switch Specifications**

- 24 Port Po E+ Switches will be: CISCO WS-C3750X-24P-E 24port Po E+ enterprise-class stackable layer 3, fixed configuration switch, Energy-wise, Media Access Control Security (MACSEC), dual redundant, flexible Net Flow
- 48 Port Po E+ Switches will be: CISCO WS-C3750X-48P-E 48 port Po E+ enterprise class stackable layer 3, fixed configuration switch, Energy-wise, Media Access Control Security (MACSEC), dual redundant, flexible Net Flow

## **Wireless Hardware “Mesh” Network**

- Must support frequencies in the unlicensed ISM 5.8GHz band
- Must be FIPS 140.2 compliant
- Must support AES 128bit encryption or better
- Must support a minimum bandwidth throughput of 50 Megabits per second
- Must work in harsh outdoor environments
- Must support point-to-point and point-to-multiple point mesh networks
- Must have a Quality of Service (QOS) of greater than 99%
- Must have a user friendly web interface which will allow for easy monitoring, and configuration
- Must be optimized for Video Surveillance
- Must have a connectorized and selectable antenna.
- Antenna(s) must not be integrated
- Radios must supply Po E (Power over Ethernet)

(End of Clause)

### **E.7 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

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

**The government intends to award a contract to the offeror that submits the lowest price technically acceptable offer. Technical acceptability shall be established by review of each submitted quote, attachments, and/or information by the designated technical evaluator/s and verification that any “brand name” or “equal to items” meet all the salient characteristics included in this solicitation.**

**Submissions to this solicitation must show clear, compelling and convincing evidence that all “equal to items” meet all the salient characteristics. In other words, the quote, as submitted, either meets the acceptability requirements of the criterion, or it doesn’t. No other rating or quantitative value will be assigned**

**Once technical acceptability has been established, the Contracting Officer shall award to the Lowest Price Technically Acceptable (LPTA).**

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

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

(End of Provision)