

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NO. | PAGE 1 OF 43 |
|--|---|--|---|---|---|
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | 4. ORDER NO. | 5. SOLICITATION NUMBER VA255-17-Q-0037 | 6. SOLICITATION ISSUE DATE 10-25-2016 |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME Buell, Larry A larry.buell@va.gov | | b. TELEPHONE NO. (No Collect Calls) (913) 946-1961 | 8. OFFER DUE DATE/LOCAL TIME 11-03-2016 3:00 pm CDT |
| 9. ISSUED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Trafficway Leavenworth KS 66048 | | CODE 36C255 | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811219 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$20.5 Million | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | |
| | | | | 13b. RATING N/A | |
| | | | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO (See Statement of Work SOW)) | | CODE 36C255 | 16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street Trafficway Leavenworth KS 66048 | | |
| 17a. CONTRACTOR/OFFEROR | | CODE | 18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center http://www.fsc.va.gov/einvoice.asp Austin TX PHONE: 877-353-9791 FAX: 512-460-5429 | | |
| | | FACILITY CODE | CODE 36C255 | | |
| TELEPHONE NO. | | DUNS: | DUNS+4: | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | <input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT |
| | THERAPEUTIC BATHING UNIT MAINTENANCE SERVICES for the St Louis MO VA Medical Center 1) The contractor shall furnish all labor, travel, lodging per diem, supervision, materials, supplies and equipment necessary to accomplish bathing units maintenance services per the attached Statement of Work (SOW), terms and conditions. 2) The government anticipates awarding a contract for a base one (1) year period with up to four (4) optional one (1) year periods. 3) Please see section E for Quotation Submission Instructions. 4) Award will be to the responsive and responsible offeror offering the Best Value, considering price, technical excellence and past performance. 5) This solicitation is a 100% set-aside for Service Disabled Veteran Owned Small Business (SDVOSB) participation only. It is mandatory that SDVOSB offerors be certified in VetBiz.gov. Responses received from non-certified offerors will not be considered for award. <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small> | | | 23. UNIT PRICE | 24. AMOUNT |
| 25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | | | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA | | | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: | | |
| 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) LARRY A BUELL NCO1515L2-3827 | | 31c. DATE SIGNED |

Table of Contents

| | |
|---|-----------|
| SECTION A | 1 |
| A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS..... | 1 |
| SECTION B - CONTINUATION OF SF 1449 BLOCKS | 3 |
| B.1 CONTRACT ADMINISTRATION DATA..... | 3 |
| B.2 PRICE SCHEDULE..... | 7 |
| B.3 STATEMENT OF WORK (SOW) | 8 |
| SECTION C - CONTRACT CLAUSES | 17 |
| C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... | 17 |
| C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015) ... | 17 |
| C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)..... | 18 |
| C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)..... | 18 |
| C.5 52.222-48 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—CERTIFICATION (MAY 2014) | 18 |
| C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008) | 19 |
| C.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION) | 20 |
| C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)..... | 21 |
| C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)..... | 22 |
| C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2016)..... | 22 |
| C.11 MANDATORY WRITTEN DISCLOSURES | 25 |
| SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS | 26 |
| Attachment (1) - WAGE DETERMINATIONS INCORPORATED BY REFERENCE | 26 |
| SECTION E - SOLICITATION PROVISIONS | 28 |
| * <i>INSTRUCTIONS FOR QUOTATION SUBMISSION</i> *..... | 28 |
| E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) | 30 |
| E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)..... | 30 |
| E.3 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008).. | 31 |
| E.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014) | 31 |
| E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUL 2016)..... | 31 |

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

(a). CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

(1). CONTRACTOR: _____

DUNS: _____
 Tax Identification Number (TIN): _____

Contact person name: _____
 Contact person email: _____
 Contact person telephone: _____
 Contact person fax: _____

Address of parking lot/s: _____

(2). GOVERNMENT: DEPT. OF VETERANS AFFAIRS
 Veterans Health Administration
 Network Contracting Office (NCO) 15
 3450 S 4th St. Trafficway
 Leavenworth KS 66048

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

- 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration, or
- 52.232-36, Payment by Third Party

(c). INVOICES: Invoices shall be submitted:

- (1). Quarterly
- (2). Semi-Annually – In two (2) equal payments, in arrears.
- (3). Other

(d). GOVERNMENT INVOICE ADDRESS:

- (1). 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

<http://www.fsc.va.gov/einvoice.asp>

Austin TX

(2). The contractor shall submit original invoices in proper electronic format to the Financial Services Center (FSC). Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Proper electronic format means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

(A). VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.

(B). A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).
The X12 EDI Web site (<http://www.x12.org>).

(C). Vendor e-Invoice Set-Up Information: Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

(i). Tungsten e-Invoice Setup Information: 1-877-489-6135

(ii). Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com

(iii). FSC e-Invoice Contact Information: 1-877-353-9791

(iv). FSC e-invoice email: vafscshd@va.gov

(e). REFERENCE NUMBERS: Please reference both the contract number (to be assigned) and the obligation number (to be assigned) on all correspondence and invoices. If contract option years are exercised, new obligation numbers will be issued and identified on the contract modification document.

(f). AUTHORIZATIONS:

(1). The Contracting Officer (CO) named in Section (a) above is responsible for the overall administration of this contract. Only the CO has the authority to make changes which affect:

(A). Contract prices,

(B). Quality,

(C). Quantities, or

(D). Delivery terms and conditions.

(2). Contracting Officer Representatives (COR) and Alternate Contracting Officer's Representatives (Alt-COR) may be assigned to this contract. The COR and Alt-COR shall be provided specific written delegated authority by the CO, a copy of which will be provided to the Contractor.

(g). CHANGES TO THE CONTRACT: No individual or activity has authority to ADD, DELETE, CHANGE, OR MODIFY this order except by the CO or by written authority specifically delegated by the CO.

(h). CONTRACT TIME PERIOD:

(1). The base contract period shall commence (to be assigned) and expire (to be assigned).

(2). At the discretion of the government, and in accordance with 52.217-9, Option to Extend the Term of the Contract, the contract may be extended four (4) one (1) year periods. Notice of an extension must be served in writing by the VA prior to the scheduled expiration date. An extension may be exercised subject to the continued acceptable performance and responsibility of the Contractor, the continued requirement for services, and the availability of funds.

(i). FAR 52.222-41 SERVICE CONTRACT ACT OF 1965: The Contracting Officer has determined that the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*) may apply to this contract. In accordance with FAR 22.1003-4 (c) (1) (ii) the services required to be performed may be exempt as scientific equipment and medical apparatus or equipment. To claim the exemption the vendor must provide a declaration that FAR Clause 52.222-48 - EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—CERTIFICATION applies to this acquisition. If an exemption is granted and the Department of Labor determines after award of the contract that any condition for exemption has not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute, effective as of the date of the Department of Labor determination. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) shall be followed.

(j). 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

(k) CERTIFICATIONS:

(1). As required by Section C.5, FAR Clause 52.222-48 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—CERTIFICATION (MAY 2014)

The offeror [] **does** [] **does not** certify that— in part:

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

- The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
- The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2). As required by Section E.5 FAR Provision 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAY 2014), if you have completed the annual representations and certifications electronically via <http://www.acquisition.gov> please mark your response and complete the following:

FAR 52.212-3 (b) (2) - The offeror [] has [] has not 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**

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

| AMENDMENT NO | DATE |
|--------------|------|
| | |
| | |
| | |

B.2 PRICE SCHEDULE

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT | UNIT PRICE | AMOUNT |
|--------------------|--|------------|-------------|--------------------|---------------|
| 0001 | Therapeutic bathing units planned maintenance and repair services per the attached Statement of Work (SOW) terms and conditions. For the firm-fixed-price per year. Contract Period: Base POP Begin: 11-15-2016 POP End: 11-14-2017 | 1.00 | YR | _____ | _____ |
| 1001 | Contract Period: Option 1 POP Begin: 11-15-2017 POP End: 11-14-2018 | 1.00 | YR | _____ | _____ |
| 2001 | Contract Period: Option 2 POP Begin: 11-15-2018 POP End: 11-14-2019 | 1.00 | YR | _____ | _____ |
| 3001 | Contract Period: Option 3 POP Begin: 11-15-2019 POP End: 11-14-2020 | 1.00 | YR | _____ | _____ |
| 4001 | Contract Period: Option 4 POP Begin: 11-15-2020 POP End: 11-14-2021 | 1.00 | YR | _____ | _____ |
| | | | | GRAND TOTAL | _____ |

B.3 STATEMENT OF WORK (SOW)

(a). GENERAL INFORMATION:

(1). Title of Project: Full service preventative maintenance and repair of four (4) installed Arjohuntleigh Inc. “Freedom Bath” walk-in bath units and one (1) “Rhapsody P300” height adjustable therapeutic bath unit located at the following location:

St. Louis VA Medical Center
Jefferson Barracks Division
1 Jefferson Barracks Dr.
St. Louis MO 63125-4199

(2). Scope of Work: This contract is issued to ensure the continuous operation and reliability of therapeutic bathing units identified in the statement of work. The equipment is critical in the performance of medical procedures at the VA Medical Centers and the reliable and accurate operation of the equipment at all times is considered critical to the health of patients.

(3). Background: The equipment to be maintained by this contract had previously been under manufacturer’s warranty but the units have not been covered by either a warranty or a maintenance agreement within the last year.

(4). Performance Period: The Contractor shall begin the work required under this SOW commencing with the effective date of award, unless otherwise directed by the CO, and shall provide continuous service until the date of contract expiration. Work at the VA Medical Center shall not take place on Federal holidays or weekends unless directed by the COR, AltCOR or the CO.

(5). Type of Contract: Firm-Fixed-Price.

(6). Extension of Contract: This contract may be extended for up to three (3) one (1) year option periods at the option of the VA in accordance with FAR 52.217-9, Option to Extend the Term of the Contract. Notice of an extension must be served in writing by the VA prior to the scheduled expiration date. An extension may be exercised subject to the continued acceptable performance and responsibility of the Contractor, the continued requirement for services, and the availability of funds.

(b). CONTRACT AWARD MEETING: The Contractor shall not commence performance on the tasks in this SOW until the CO has conducted a kick off meeting, or has advised the Contractor that a kick off meeting is waived.

(c). EQUIPMENT TO BE SERVICED: Each of the following items is to be serviced in accordance with the specifications, terms and conditions of this contract.

| Location | Equipment | Model | Serial # | Install Date |
|---------------|--------------|-------------------|------------|--------------|
| Bldg. 51 West | Walk-in Bath | Arjohuntleigh Inc | 1003001127 | 05-13-2010 |

| | | | | |
|---|---------------------------------------|--------------------------------------|------------|------------|
| | | “Freedom Bath” | | |
| Bldg. 51 West | Walk-in Bath | Arjohuntleigh Inc “Freedom Bath” | 1004000632 | 05-13-2010 |
| Bldg. 53 North | Height Adjustable Therapeutic Bath | Arjohuntleigh Inc “Phapsody P300’ | SEE0733220 | 09-21-2007 |
| Bldg. 53 2 nd Floor South | Walk-in Bath | Arjohuntleigh Inc “Freedom Bath” | SEE0804191 | 02-29-2008 |
| Bldg. 53 1 st Floor South | Walk-in Bath | Arjohuntleigh Inc “Freedom Bath” | SEE0804192 | 02-29-2008 |

(d). **SERVICES TO BE PROVIDED:** The Contractor shall furnish all parts, labor, supervision, material, supplies, test equipment, and emergency repair services, including transportation and per diem cost necessary to perform an annual manufacturer’s recommended preventative maintenance and unlimited emergency repairs on five (5) Arjohuntleigh brand bathing units as identified in section (c) above, in accordance with design specifications and the specifications, terms, and conditions of this contract.

(1). Scheduled Maintenance:

(A).The Contractor shall perform preventive maintenance (PM) service to ensure that equipment listed in this SOW and section (c) - LIST OF ITEMS TO BE MAINTAINED, performs in accordance with section (g) (2) Conformance Standards. The Contractor shall provide checklists and utilize procedures with worksheet originals indicating work performed and actual performance values obtained (as applicable). The contractor shall provide written description of Preventive Maintenance Inspections (PMI). This description shall include an itemized list of the procedures performed, including electrical safety. This documentation shall be provided to the COR at the completion of the PM. PM services shall include, but are not limited to, the following:

- (i). Cleaning of equipment.
- (ii). Reviewing operating system software diagnostics to ensure that the system is operating in accordance with the manufacturer's specifications and section (g) (2) Conformance Standards.
- (iii). Performing remedial maintenance of non-emergent nature.
- (iv). Testing and replacing faulty and worn parts and/or parts likely to become faulty, fail, or worn.
- (v). Inspecting electrical wiring and cables for wear and fraying and replacing where indicated.
- (vi). Inspecting for electrical and mechanical integrity, safety, and performance all electrical and mechanical components which include, but are not limited to, power supplies, printed circuit boards, sensors, modules, displays, regulators, support devices, cables and mounting hardware, chains, belts, seals, bearings and tracks, interlocks, clutches, motors, and keyboards; and replacing where indicated.
- (vii). Returning the equipment to the full operating condition as defined in section (g) (2) Conformance Standards.
- (viii). Providing documentation of all services performed.

- (B). PM services on each of the bathing units shall be performed at least once annually. Any exceptions to the PM schedule shall be arranged and approved in advance with the COR and provided in writing to the Contracting Officer. Any charges for parts, services, manuals, tools, or software required to successfully complete scheduled PM shall be included within this contract and it's agreed upon price, unless otherwise specifically excluded.
- (C). The Contractor shall notify the COR at least 48 hours in advance of the date of projected preventative maintenance inspection. Medical Center staff will accompany the Contractor as an observer during the inspection. The inspection shall be thorough and shall conform to manufacturer and Industry Standards for the bathing units. Sufficient time shall be allowed to permit a thorough inspection and test of each device comprising the overall units. Maintenance work and inspections may be combined at the approval of the COR or AltCOR if down time is not considered significant.

(2). Unscheduled Maintenance (Emergency Repair Service):

- (A). The Contractor and the VA shall maintain the units in accordance with section (g) (2) Conformance Standards. Contractor shall provide unlimited telephone technical support and all required labor, travel per diem, equipment, supplies and parts.
- (B). Only the CO, COR, or a designated alternate has the authority to approve/request an unscheduled service call to the Contractor.
- (C). Response time - Contractor's Field Service Representative (FSR) or Technical Support shall respond with a phone call to the COR or designee within two (2) hours after receipt of telephoned notification. A qualified technician must respond on-site a maximum of twenty-four (24) hours after the initial request for service, unless specified otherwise by the COR or AltCOR.
- (D). Unscheduled service calls for other than normal working hours may be charged at the contractor's standard commercial rates for labor and travel and will be invoiced separately from this contract.
- (E). The FSR responding for unscheduled emergency service must report to the Supervisor Jaime Cruz Pipeshop Supervisor phone # 314-894-6657 or (after hours)Boiler Plant phone # 314-894-5730. Upon completion of service/repair the technician shall again report to that person. Upon completion of service/repair the technician shall again report to that person.

(3). Parts: The Contractor shall have ready access to all parts, including unique and/or high mortality replacement parts. All parts supplied shall be compatible with existing bathing units. The Contractor shall furnish all parts except -if applicable - those parts **specifically** listed as being **EXCLUDED**. No Gray Market or third party parts will be accepted. The Contractor shall provide only OEM authorized parts (new, serviceable, reworked or reprogrammed equivalent to new parts in performance). All parts shall be of current manufacture and have complete versatility with the presently installed bathing units. All parts shall perform identically to the original equipment specifications. Parts removed from another bathing unit, or used, shall not be

installed without specific approval by the CO and the COR. All defective parts replaced become the property of the Contractor, unless otherwise specified by the CO, COR or AltCOR, and must be removed from the premises.

(4). Excluded Parts: Consumables (e.g. slings, mattresses, cushions, sheets, ArjoHuntleigh liquid products, user-replaceable batteries, cartridges/filters.)

(5). Service Manuals/Tools/Equipment:

(A). The VA shall not provide tools, test equipment, service manuals, or service diagnostic software to the contractor. Contractor shall obtain, have on file, and make available to its FSR all operational and technical documentation (such as operational and service manuals, schematics, and parts list) which are necessary to meet the performance requirements of this contract. The location and listing of the service manuals, by name and/or the manuals themselves shall be provided to the CO upon request.

(B). The Contractor shall provide the COR two (2) copies of all documentation that pertains to any hardware, software, or firmware upgrade or repair.

(C). Copies of the latest version(s) of all documentation and licensing agreements, which shall include operation, service, and diagnostic software. The COR shall have access to the same operation, service, diagnostic software, and documentation as the OEM's FSR. Contractor shall provide to the COR OEM Service Bulletins for the equipment covered under this contract. All documentation and service bulletins, etc. shall be provided within 30 days of award in either hard copy or electronic format. Any future service bulletins generated during the contract period shall be provided to the COR within 30 days of receipt in either hard copy or electronic format.

(6). Removal of equipment to contractors repair facility: Approval of the CO must be obtained before removing any bathing units or components of any bathing units from the VA Medical Facility. No transportation charges will be allowed for either the repairperson or items to or from the Contractors facility. The Contractor will be responsible for all damage or loss of all items. A loaner of the same type and functionality of the item removed, if required, shall be furnished, installed and made fully operational by the contractor without additional cost.

(e). EQUIPMENT TO BE MAINTAINED. The list of equipment to be maintained is provided in section (c).

(f). CONDITION OF EQUIPMENT. All equipment has been under original manufacturer's warranty and sporadic maintenance agreement coverage since installation. The bathing units are fully operational and are considered to be in good operating condition. The Contractor has been provided an opportunity to visit the VA Medical Center, examine the equipment, and note in writing to the CO any condition which may affect the Contractors performance of this contract. With the exception of any conditions so noted the Contractor accepts responsibility for the equipment described in section (c) in "as is" condition. Failure to inspect the equipment prior to contract award will not relieve the Contractor from performance of the requirements of this contract.

(g). GENERAL REQUIREMENTS.

(1). Defects in equipment: The Contractor shall immediately, but no later than 24 (twenty-four) consecutive hours after discovery, notify the CO and COR (in writing) of the existence or the development of any defects in or repairs required to the scheduled equipment which the

Contractor considers he/she is not responsible for under the terms of the contract. The Contractor shall furnish the CO and COR with a written estimate of the cost to make necessary repairs.

(2). Conformance standards: The Contractor shall ensure that the equipment functions in conformance with the latest published edition of the applicable standards; including but not limited to NFPA-99, UL, OSHA, VA, CDRH, etc. and the “Manufacturer's Performance standards/ specifications” as used when the equipment was originally procured and that any upgrades/updates will meet the stated standards/specifications.

(3). Hours of Coverage:

(A). The contractor will provide all required services within the normal business hours (7:00 AM to 4:30 PM (CST) M-F).

(B). All services shall be performed during these normal hours of coverage unless one of the following conditions exists:

(i). The contractor wishes to furnish services at a time that is outside of the normal hours of coverage, at no additional cost to the Government, the contractor submits a request to the COR prior to the proposed start of the work, and the request is approved in writing by the COR before work is begun.

(ii). The COR directs that the services be furnished at a time that is outside the normal hours of coverage and the additional cost is recommended by the COR and authorized by the CO.

(C). The contractor shall provide coverage 24 hours/day, 5 days/week excluding weekends and all Federal holidays.

(D). Work performed outside the normal hours of coverage must be preapproved by the CO, COR or AltCOR. The Contractor will provide a written estimate of the charges prior to approval of the work.

(E). Work performed outside the normal hours of coverage at the request of FSR/Contractor shall be considered service performed during normal hours of coverage.

(F). There will be no additional charge for time spent waiting at the site during or after the normal hours of coverage for delivery of parts.

NOTE: Hardware/software update/upgrade installations shall be scheduled and performed during normal hours of coverage at no additional charge to the government.

(4). Federal holidays observed by the VA Medical Center:

New Year's Day

Labor Day

Martin Luther King Day

Columbus Day

President's Day

Veteran's Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

and any other day specifically designated by the President of the United States.

(5). Documentation/Reports: Hard copy is preferred on the day work is performed, however, no later than three (3) business days after the conclusion of any maintenance or repair the Contractor

will provide to the COR a signed detailed service/inspection (electronic copy preferred) report listing all bathing units, all repairs for each unit, parts used to maintain or repair the unit, and operating efficiency of the unit. The service/inspection report shall contain, at a minimum, the following information:

- (A). Date and time of the FSR's arrival on station.
 - (B). Type, model, and serial number(s) of all bathing units on which maintenance was performed.
 - (C). Total time spent performing maintenance (exclusive of any travel time).
 - (D). Detailed narrative description of work performed.
 - (E). Complete list of parts replaced.
 - (F). Comments as to the cause of the malfunction when applicable
 - (G). Date and time the repair/preventive maintenance was completed.
- (7). Competency of contractor personnel:
- (A). The Contractor must have an established business, with an office and full time staff who specialize in bathing unit repair and maintenance. The staff includes a "fully qualified" FSR and a "fully qualified" FSR who will serve as the backup. The Contractor must have all necessary specialized tools and testing equipment required to maintain and repair the bathing units covered under this SOW.
 - (B). "Fully Qualified" is based upon training and experience in the field. For training, the FSR(s) must have successfully completed a formal OEM Certified (or equivalent) training program for each specific bathing unit, and any required refreshers, to be maintained and all equipment to be utilized in the performance of the contract. For field experience, the FSE(s) must have a minimum of one (1) year of experience in the installation, calibration, maintenance and repair of the specific equipment identified in section (c).
 - (C). All work shall be performed by "Fully Qualified" competent FSRs. The Contractor shall provide written assurance of the competency of their personnel and a list of credentials of approved FSRs. The CO may authenticate the training requirements by request training certificates or credentials from the Contractor at any time for any personnel who are providing services. The CO and/or the COR or AltCOR specifically reserve the right to reject any of the Contractor's personnel and refuse them permission to work on the anesthesia equipment.
 - (D). If subcontractor(s) are used, they must meet the same competency standards as Contractor personnel and be preapproved by the CO. Only subcontractors who have been identified to and have been approved by the VA may be used in the performance of the contract. The Contractor shall submit any proposed change in subcontractor(s) to the CO for approval or disapproval.

(8). Exposure to blood borne or infectious material: There is a potential for exposure to blood borne or other infectious material with equipment throughout the medical centers. All Contractor personnel must use the “Universal Precautions” (i.e. decontamination of medical equipment, wearing protective gloves, aprons, and goggles) during cleaning and maintenance/repair procedures. A copy of the Medical Center’s infection control policy is available on-line at <http://vhastlwebdata1.v15.med.va.gov/mcm/files/MCM-00QM-15.pdf>

(9). Test equipment: The Contractor shall provide the COR or Alt-COR with a copy of the current calibration certification of all test equipment which is to be used by the Contractor in the performance of this contract. Test equipment calibration shall be traceable to a national standard.

(10). Identification, parking, smoking and VA regulations:

(A). Contractor’s personnel shall wear visible identification at all times while on the premises of the VA. Identification shall include, as a minimum, the employee’s name, position, and the contractor’s trade name.

(B). It is the responsibility of the contractor to park in the appropriate designated parking areas. Information on parking is available from VA Police Service. VA will not invalidate or make reimbursement for parking violations of the contractor under any conditions.

(C). Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not local district, state, or municipal court.

(D). Smoking is prohibited inside all VA buildings.

(E). Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state or municipal court.

(h). DEFINITIONS/ACRONYMS.

(1). CO – Contracting Officer, Network Contracting Office (NCO) 15.

(2). COR – Contracting Officer’s Representative appointed under the contract.

(3). ESR - Engineering Service Report - Documentation provided by the vendor of the services rendered for each incidence of work performance under the terms and conditions of the contract.

(4). FSR - Field Service Representative - A person who is authorized by the Contractor to perform maintenance (corrective and/or preventive) services.

(5). NFPA - National Fire Protection Association.

(6). OEM – Original Equipment Manufacturer.

(7). OSHA – Occupational Safety and Health Administration.

(8). PM - Preventive Maintenance Inspection. Services which are periodic in nature and are required to maintain the equipment in such condition that it may be operated in accordance with

its intended design and functional capacity with minimal incidence of malfunction or inoperative conditions.

(9). Unscheduled repairs – emergency services required to restore equipment to working condition outside normal hours of coverage.

(10). UL – Underwriter’s Laboratories.

(11). SOW – Statement of Work.

(i). FACILITY SECURITY REQUIREMENTS. Upon arrival at the VA Medical Center all Contractor personnel shall be required to report to the VA Medical Center Police for a temporary ID and then to check in with The Pipeshop building 5 phone number 314-894-6657. This check-in process is mandatory. When the service is completed the personnel shall be required to check out with the Pipeshop.

(j). RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS. The following standard items relate to records generated in executing the contract will apply:

(1). Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

(2). Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

(3). Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

(4). Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

(5). Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

(6). The Government Agency owns the rights to all data/records produced as part of this contract.

(7). The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(8). Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of

format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

(9). No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

(10). Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(k). IT SECURITY REQUIREMENTS. IT Security requirement will not apply to this contract.

(End of Section B)

SECTION C - CONTRACT CLAUSES

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

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

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

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

<http://www.acquisition.gov/far/index.html> FAR
<http://www.va.gov/oal/library/vaar/> VAAR

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------|--|-------------|
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2016 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 52.237-1 | SITE VISIT | APR 1984 |

(End of Clause)

C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

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

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or

otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to expiration.

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days prior to expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

(End of Clause)

C.5 52.222-48 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror [] does [] does not certify that—

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

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

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

(b) 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards—

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

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

(End of Clause)

C.7 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern or SDVSOB”:

(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 or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(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).

(b) *General.*

(1) Offers are solicited only from verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of clause)

C.8 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.9 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 Missouri. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

(End of Addendum to 52.212-4)

C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 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:

[X] (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

[X] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

[X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (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).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[X] (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).

[X] (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

Fill-in FAR 52.232-34 Section (b) - The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by 15 days prior to submission of the first invoice.

(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:

[X] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[X] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

WG 4749-09 step 2 - Maintenance Mechanic**\$23.09/\$8.42**

[X] (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).

[X] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) 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.11 MANDATORY WRITTEN DISCLOSURES

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

(End of Clause)

(End of Section C)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment (1) - WAGE DETERMINATIONS INCORPORATED BY REFERENCE

USDOL SERVICE CONTRACT ACT WAGE DETERMINATION INFORMATION

This contract incorporates the U.S. Department of Labor (USDOL) wage determinations identified in the table below by reference, with the same force and effect as if they were incorporated into the solicitation in full text.

| USDOL Service Contract Act Wage Determinations | | | | |
|--|---------------|-----------------|----------------|---------------------|
| <u>Wage Determination</u> | | | | Location (State) |
| <u>Area (County)</u> | <u>Number</u> | <u>Revision</u> | | |
| | | <u>No.</u> | <u>Date of</u> | |
| St. Louis | 2015-5075 | 2 | 05-05-2016 | MO |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

USDOL Service Contract Act Wage Determination Information (Continued)

Notes:

1 – FAR clause 52.222-41, Service Contract Act of 1965, As Amended (Nov 2007) is incorporated into this contract by reference under FAR clause 52.212-5, Contract Terms and Conditions Required To Implement Statutes Or Executive Orders – Commercial Items (Aug 2012).

2 – In accordance with FAR 52.222-41, each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

3 – This contract incorporates the wage determinations identified in this table by reference, with the same force and effect as if they were incorporated into the contract in full text. Some wage determinations include counties that are not included in the Area(s) of Responsibility/ Jurisdiction that apply to the contract covered areas.

4 – The full text of any wage determination identified in this table may be accessed electronically at the following website: <http://www.wdol.gov/>; Follow the access process identified in item 5 below.

5 – On the first screen, click on “Selecting SCA WDs” under “Service Contract Act”. On the second screen, select state & county where the services are to be performed, and then click on “Continue”. Answer “Yes” to the first prompt, and in succession, answer “No” to the second, third, and fourth prompts. The latest edition of the wage determination may be viewed on the screen or printed.

6 – The Department of Labor has held that Contractors must pay their employees the Service Contract

| |
|---|
| Act wages while they are driving both to and from destinations for the VA. |
| 7 – Upon written request, the Contracting Officer shall provide a full text copy of any wage determination(s) identified in this table. |

(End of Attachment 1)

(End of Section D)

SECTION E - SOLICITATION PROVISIONS

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

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Addendum to FAR Provision 52.212-1 Instructions to Offerors - - Commercial Items (OCT 2015)

INSTRUCTIONS FOR QUOTATION SUBMISSION

(a). A Hard copy of quotations may be provided to the following address to arrive no later than the time and date specified in section 8 of the SF1449:

Dept. of Veteran's Affairs
Attn: Larry A Buell, CPPO – Contract Specialist
Network Contracting Office (NCO) 15
3450 S 4th St Trafficway
Leavenworth KS 66048

(b). Optional submission procedure. Instead of providing a hard copy proposal package the Offeror, at their option, may submit the quotation via secure electronic format to arrive no later than the time and date specified in section 8 of the SF1449, to:

Larry A Buell, CPPO – Contract Specialist
larry.buell@va.gov

The email must have the solicitation number identified in the subject line. Files must be readable using Microsoft Office 2007, Word, Excel, PowerPoint, or Access. Scanner resolutions must be set at least 200 dots per inch (dpi) when submitting files in Adobe PDF. Ensure that attachments are not too large to be emailed. When splitting up the attachment, be sure to identify on the email subject line, i.e., RP-0547/ABC Company/1 of 4. Note: Zip files are not acceptable. It is incumbent upon the offeror to ensure that their offer was received by the due date and time when submitting electronically.

(c). NO FACISIMILE SUBMISSIONS WILL BE ACCEPTED.

(d). It is requested that the following information/documents be provided with the offeror's quotation response:

- (1). Offer Form (Standard Form 1449). Fill in blocks 12, 17a, 30b and 30c, sign Block 30a
- (2). Section B.1. Contract Administration Data. Fill in subsections (a)(1) and (j) (1), (2), (3) and (4). Also provide acknowledgement of all solicitation amendments in the blocks provided at the end of the section.

(3). Representations and Certifications. If you do NOT have a current Representations and Certifications on-line at SAM.gov a completed copy of FAR 52.212-3 (Offeror Representations and Certifications – Commercial Items (APR 2016), found in Section E.5 of the solicitation, must be returned with your quotation.

(4). Price/Cost. Please complete and return solicitation Section B.2. (Price Schedule). Complete each Contract Line Item Number (CLIN) for the Base Contract Period and for each of the four (4) Option Years. Attach a copy of the completed section to your response.

(5). Technical Excellence. Please provide supporting documentation showing adequate resources, capability, experience, responsibility and integrity to meet the technical capability requirements of the solicitation and the resulting contract. The responses will be rated on how well your proposed services meet the Governments requirement as outlined in the SOW. How adequate is your equipment, access tools, supplies, supervision and personnel to accomplish the planned maintenance and all emergency repairs on the bathing units. The quality and completeness of your response in addressing the requirements of the SOW. Specifically please address how you will meet the requirements contained in solicitation section B.3. - Statement of Work (SOW):

(A). Subsection (d) SERVICES TO BE PROVIDED, (3) Parts. Please describe your access to OEM authorized parts. If you are an OEM authorized distributor please provide a copy of an authorized distributor letter from the OEM to verify that you are an authorized distributor of the products/services being provided.

(B). Subsection (g) GENERAL REQUIREMENTS, (7) Competency of contractor personnel. Please provide resumes for the field service representatives who will be working on the bathing units that identifies the training and experience that qualifies them to work on the specified bathing units.

(6). Past Performance. Please provide a list of no more than three (3), of the most relevant contracts performed for Federal agencies and commercial customers for furnishing services similar to those specified in this RFQ within the last 3 years. Please provide the following information:

(A). Company name/Point of Contact with Phone Number.

(B). Service provided.

(C). Contracting Agency/Customer.

(D). Contract Dollar Value.

(E). Period of Performance.

(7). SDVOSB Set Aside. This acquisition has been set-aside in accordance with VAAR Provision 852.219-10 - VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside, as such an offeror must at the time of solicitation opening have a completed representation and certification in the System for Award Management (SAM) at sam.gov or furnish a completed FAR Clause 52.212-3 with their response that shows that it qualifies as a SDVOSB in the North American Industry Classification System (NAICS) code identified in the solicitation document, and must also be certified as an SDVOSB in the Vendor Information Pages

(VIP) at vip.vetbiz.gov. The offeror must conform to subsection (c) (1) that specifies that at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns. The offeror may be a joint venture if it meets the criteria identified in subsection (d). Please identify all subcontractors, what services they are proposed to offer, and the percentage of personnel cost each is anticipated to provide. Only subcontractors who have been identified to, and have been approved by the VA, may be used in the performance of the contract.

(e). TECHNICAL QUESTIONS: Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing. Questions must be sent via e-mail to larry.buell@va.gov. Subject shall be identified as Sol. VA255-17-Q-0037 clarifications. Verbal questions will not be addressed. All responses to questions, which may affect offers, will be incorporated

(End of Special Instructions)

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

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

<http://www.acquisition.gov/far/index.html> FAR
<http://www.va.gov/oal/library/vaar/> VAAR

| <u>FAR</u> <u>Number</u> | <u>Title</u> | <u>Date</u> |
|-----------------------------|---|-------------|
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL 2016 |

(End of Provision)

E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

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

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

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

(End of Provision)

E.3 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

(End of Addendum to 52.212-1)

E.4 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:

Technical Excellence

Past Performance

Price

Technical and past performance, when combined, is significantly less important than price.

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

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

(End of Provision)

E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JUL 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, 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 (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

(2) *Representation.* 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.

(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)

(End of Section E)

(End of Solicitation)