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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C262 Sandra Fusco or Sylvia Correa

Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ Monthly

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

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

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

AMENDMENT NO	DATE

B.2 NOTIFICATION TO OFFERORS

1. Under the procurement authority of FAR Part 12, and FAR Part 13, the Veterans Integrated Service Network (VISN) 22, Veteran Administration Long Beach Healthcare System (VALBHS), Veteran Administration Loma Linda Healthcare System (VALLHS), Veteran Administration San Diego Healthcare System (VASDHS), and Veteran Administration Greater Los Angeles Healthcare System (VAGLAHS), requires contracted furniture and equipment relocation and installation services, on an as needed basis.
2. Offerors shall complete and return all information designated in the enclosed FAR clause 52.212-1, Instructions to Offerors – Commercial Items, and the Addendum to 52.212-1 regarding proposal submission. Failure to do so may preclude the offeror from further consideration.
3. TECHNICAL INQUIRES: Direct all technical inquiries via email only to Sandra Fusco at sandra.fusco@va.gov **no later than May 17, 2018**. Questions will be answered via an amendment to this solicitation and will be posted to www.fbo.gov on or about May 21, 2018.
4. **DUNS NUMBER:** Provide the Dun and Bradstreet Number assigned to your firm in the space provided below: (refer to Provision 52.212-1, Instructions to Offerors – Commercial Items):

5. This requirement is set aside 100% for Service Disabled Veteran Owned Small Business (SDVOSB), therefore only SDVOSBs verified in the VA's Vendor Information Pages (VIP) site at <https://www.vip.vetbiz.gov/>, at the time of proposal submission will be considered for award.
6. Limitations on Subcontracting. Subcontracting limitations will be measured in terms of the amount spent in subcontracts. Subcontracts with similarly situated SDVOSBs will be excluded from the calculation. These changes were finalized by the Small Business Administration (SBA) effective 6/30/2016 (see SBA's Small Business Government Contracting and National Defense Authorization Act of 2013 Amendments, Federal Register of 5/31/2016). The changes resulting from the SBA published regulations have not yet been incorporated in the FAR. Until such time as the FAR is updated with these new requirements, the SBA published regulations govern. Consequently, the July 25, 2016 VA Acquisition Regulation Class Deviation (issued via PPM 2016-05) specifically states in Attachment 10, VAAR clause 852.219-10 and 852.219-11, that Contractors shall comply with the SBA regulations at 13 CFR 125.6.
7. Post-Award Teleconference. The awarded Contractor(s) shall participate in a post-award orientation teleconference to discuss contract requirements and the processing of personnel for VA ID badges.
8. Multiple Indefinite Delivery-Indefinite Quantity (IDIQ) contracts may be awarded in response to this solicitation.
9. Offerors may propose to provide services for one Healthcare System (HS), more than one HS, or all HSs. However, offerors shall be able to provide all services identified in section B.4 Schedule of Services and Price for any HS for which they propose to provide services.
10. See Section D.1 for estimated quantities of required services. Services for VASDHS are not required until option period 1.

B.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.4 SCHEDULE OF SERVICES AND PRICE

This is an indefinite delivery, indefinite quantity, (IDIQ) fixed-price contract. Prices in this schedule represent an all-inclusive rate including labor, incidental costs, overhead, and insurance premium payments for applicable insurance coverage. Costs not incorporated into the contractor's price will not be reimbursed by the Government.

The guaranteed minimum amount for this contract is \$500.00. The maximum aggregate value of the orders that can be placed under this contract is \$10,000,000.00. The Government does not guarantee that it will place any orders under this contract in excess of the guaranteed minimum amount.

The previous option year pricing will apply to any extension pursuant to FAR 52.217-8

B.4.1 VA LONG BEACH HEALTHCARE SYSTEM

BASE PERIOD July 1, 2018 – June 30, 2019

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
0001LB	Lead Installer	Hour	
0002LB	Lead Installer Overtime Rate	Hour	
0003LB	Installer	Hour	
0004LB	Installer Overtime Rate	Hour	
0005LB	Mover	Hour	
0006LB	Mover Overtime Rate	Hour	
0007LB	Cargo Van	Day	
0008LB	Truck, 18'	Day	
0009LB	Large Truck, 26' w Bobtail	Day	
0010LB	Pallet of Moving Boxes	Each	

OPTION PERIOD 1 - July 1, 2019 – June 30, 2020

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
1001LB	Lead Installer	Hour	
1002LB	Lead Installer Overtime Rate	Hour	
1003LB	Installer	Hour	
1004LB	Installer Overtime Rate	Hour	
1005LB	Mover	Hour	
1006LB	Mover Overtime Rate	Hour	
1007LB	Cargo Van	Day	
1008LB	Truck, 18'	Day	
1009LB	Large Truck, 26' w Bobtail	Day	
1010LB	Pallet of Moving Boxes	Each	

OPTION PERIOD 2 - July 1, 2020 – June 30, 2021

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
2001LB	Lead Installer	Hour	
2002LB	Lead Installer Overtime Rate	Hour	
2003LB	Installer	Hour	
2004LB	Installer Overtime Rate	Hour	

2005LB	Mover	Hour	
2006LB	Mover Overtime Rate	Hour	
2007LB	Cargo Van	Day	
2008LB	Truck, 18'	Day	
2009LB	Large Truck, 26' w Bobtail	Day	
2010LB	Pallet of Moving Boxes	Each	

OPTION PERIOD 3 - July 1, 2021 – June 30, 2022

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
3001LB	Lead Installer	Hour	
3002LB	Lead Installer Overtime Rate	Hour	
3003LB	Installer	Hour	
3004LB	Installer Overtime Rate	Hour	
3005LB	Mover	Hour	
3006LB	Mover Overtime Rate	Hour	
3007LB	Cargo Van	Day	
3008LB	Truck, 18'	Day	
3009LB	Large Truck, 26' w Bobtail	Day	
3010LB	Pallet of Moving Boxes	Each	

OPTION PERIOD 4 - July 1, 2022 – June 30, 2023

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
4001LB	Lead Installer	Hour	
4002LB	Lead Installer Overtime Rate	Hour	
4003LB	Installer	Hour	
4004LB	Installer Overtime Rate	Hour	
4005LB	Mover	Hour	
4006LB	Mover Overtime Rate	Hour	
4007LB	Cargo Van	Day	
4008LB	Truck, 18'	Day	
4009LB	Large Truck, 26' w Bobtail	Day	
4010LB	Pallet of Moving Boxes	Each	

B.4.2 VA GREATER LOS ANGELES HEALTHCARE SYSTEM

BASE PERIOD July 1, 2018 – June 30, 2019

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
0001GLA	Lead Installer	Hour	
0002GLA	Lead Installer Overtime Rate	Hour	
0003GLA	Installer	Hour	
0004GLA	Installer Overtime Rate	Hour	
0005GLA	Mover	Hour	
0006GLA	Mover Overtime Rate	Hour	
0007GLA	Cargo Van	Day	
0008GLA	Truck, 18'	Day	
0009GLA	Large Truck, 26' w Bobtail	Day	
0010GLA	Pallet of Moving Boxes	Each	

OPTION PERIOD 1 July 1, 2019 – June 30, 2020

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
1001GLA	Lead Installer	Hour	
1002GLA	Lead Installer Overtime Rate	Hour	
1003GLA	Installer	Hour	

1004GLA	Installer Overtime Rate	Hour	
1005GLA	Mover	Hour	
1006GLA	Mover Overtime Rate	Hour	
1007GLA	Cargo Van	Day	
1008GLA	Truck, 18'	Day	
1009GLA	Large Truck, 26' w Bobtail	Day	
1010GLA	Pallet of Moving Boxes	Each	

Option Period 2 July 1, 2020 – June 30, 2021

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
2001GLA	Lead Installer	Hour	
2002GLA	Lead Installer Overtime Rate	Hour	
2003GLA	Installer	Hour	
2004GLA	Installer Overtime Rate	Hour	
2005GLA	Mover	Hour	
2006GLA	Mover Overtime Rate	Hour	
2007GLA	Cargo Van	Day	

2008GLA	Truck, 18'	Day	
2009GLA	Large Truck, 26' w Bobtail	Day	
2010GLA	Pallet of Moving Boxes	Each	

OPTION Period 3 July 1, 2021 – June 30, 2022

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
3001GLA	Lead Installer	Hour	
3002GLA	Lead Installer Overtime Rate	Hour	
3003GLA	Installer	Hour	
3004GLA	Installer Overtime Rate	Hour	
3005GLA	Mover	Hour	
3006GLA	Mover Overtime Rate	Hour	
3007GLA	Cargo Van	Day	
3008GLA	Truck, 18'	Day	
3009GLA	Large Truck, 26' w Bobtail	Day	
3010GLA	Pallet of Moving Boxes	Each	

OPTION PERIOD 4 July 1, 2022 – June 30, 2023

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
4001GLA	Lead Installer	Hour	
4002GLA	Lead Installer Overtime Rate	Hour	
4003GLA	Installer	Hour	
4004GLA	Installer Overtime Rate	Hour	
4005GLA	Mover	Hour	
4006GLA	Mover Overtime Rate	Hour	
4007GLA	Cargo Van	Day	
4008GLA	Truck, 18'	Day	
4009GLA	Large Truck, 26' w Bobtail	Day	
4010GLA	Pallet of Moving Boxes	Each	

B.4.3 VA LOMA LINDA HEALTHCARE SYSTEM

BASE PERIOD July 1, 2018 – June 30, 2019

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
0001LL	Lead Installer	Hour	
0002LL	Lead Installer Overtime Rate	Hour	
0003LL	Installer	Hour	
0004LL	Installer Overtime Rate	Hour	
0005LL	Mover	Hour	
0006LL	Mover Overtime Rate	Hour	
0007LL	Cargo Van	Day	
0008LL	Truck, 18'	Day	
0009LL	Large Truck, 26' w Bobtail	Day	
0010LL	Pallet of Moving Boxes	Each	

OPTION PERIOD 1 - July 1, 2019 – June 30, 2020

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
1001LL	Lead Installer	Hour	
1002LL	Lead Installer Overtime Rate	Hour	
1003LL	Installer	Hour	

1004LL	Installer Overtime Rate	Hour	
1005LL	Mover	Hour	
1006LL	Mover Overtime Rate	Hour	
1007LL	Cargo Van	Day	
1008LL	Truck, 18'	Day	
1009LL	Large Truck, 26' w Bobtail	Day	
1010LL	Pallet of Moving Boxes	Each	

OPTION PERIOD 2 - July 1, 2020 – June 30, 2021

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
2001LL	Lead Installer	Hour	
2002LL	Lead Installer Overtime Rate	Hour	
2003LL	Installer	Hour	
2004LL	Installer Overtime Rate	Hour	
2005LL	Mover	Hour	
2006LL	Mover Overtime Rate	Hour	
2007LL	Cargo Van	Day	

2008LL	Truck, 18'	Day	
2009LL	Large Truck, 26' w Bobtail	Day	
2010LL	Pallet of Moving Boxes	Each	

OPTION PERIOD 3 - July 1, 2018 – June 30, 2019

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
3001LL	Lead Installer	Hour	
3002LL	Lead Installer Overtime Rate	Hour	
3003LL	Installer	Hour	
3004LL	Installer Overtime Rate	Hour	
3005LL	Mover	Hour	
3006LL	Mover Overtime Rate	Hour	
3007LL	Cargo Van	Day	
3008LL	Truck, 18'	Day	
3009LL	Large Truck, 26' w Bobtail	Day	
3010LL	Pallet of Moving Boxes	Each	

OPTION PERIOD 4 - July 1, 2018 – June 30, 2019

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
4001LL	Lead Installer	Hour	
4002LL	Lead Installer Overtime Rate	Hour	
4003LL	Installer	Hour	
4004LL	Installer Overtime Rate	Hour	
4005LL	Mover	Hour	
4006LL	Mover Overtime Rate	Hour	
4007LL	Cargo Van	Day	
4008LL	Truck, 18'	Day	
4009LL	Large Truck, 26' w Bobtail	Day	
4010LL	Pallet of Moving Boxes	Each	

B.4.4 VA SAN DIEGO HEALTHCARE SYSTEM

OPTION PERIOD 1 - July 1, 2019 – June 30, 2020

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
1001SD	Lead Installer	Hour	
1002SD	Lead Installer Overtime Rate	Hour	
1003SD	Installer	Hour	
1004SD	Installer Overtime Rate	Hour	
1005SD	Mover	Hour	
1006SD	Mover Overtime Rate	Hour	
1007SD	Cargo Van	Day	
1008SD	Truck, 18'	Day	
1009SD	Large Truck, 26' w Bobtail	Day	
1010SD	Pallet of Moving Boxes	Each	

OPTION PERIOD 2 - July 1, 2020 – June 30, 2021

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
2001SD	Lead Installer	Hour	
2002SD	Lead Installer Overtime Rate	Hour	

2003SD	Installer	Hour	
2004SD	Installer Overtime Rate	Hour	
2005SD	Mover	Hour	
2006SD	Mover Overtime Rate	Hour	
2007SD	Cargo Van	Day	
2008SD	Truck, 18'	Day	
2009SD	Large Truck, 26' w Bobtail	Day	
2010SD	Pallet of Moving Boxes	Each	

OPTION PERIOD 3 - July 1, 2021 – June 30, 2022

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
3001SD	Lead Installer	Hour	
3002SD	Lead Installer Overtime Rate	Hour	
3003SD	Installer	Hour	
3004SD	Installer Overtime Rate	Hour	
3005SD	Mover	Hour	
3006SD	Mover Overtime Rate	Hour	

3007SD	Cargo Van	Day	
3008SD	Truck, 18'	Day	
3009SD	Large Truck, 26' w Bobtail	Day	
3010SD	Pallet of Moving Boxes	Each	

OPTION PERIOD 4 - July 1, 2022 – June 30, 2023

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
4001SD	Lead Installer	Hour	
4002SD	Lead Installer Overtime Rate	Hour	
4003SD	Installer	Hour	
4004SD	Installer Overtime Rate	Hour	
4005SD	Mover	Hour	
4006SD	Mover Overtime Rate	Hour	
4007SD	Cargo Van	Day	
4008SD	Truck, 18'	Day	
4009SD	Large Truck, 26' w Bobtail	Day	
4010SD	Pallet of Moving Boxes	Each	

B.5 STATEMENT OF WORK

1. **GENERAL.** Contractor shall provide all labor, supervision, materials, transportation, tools and equipment necessary for furniture and equipment relocation and installation services as described herein for the participating VA Medical Centers and their associated Outpatient Clinics (OPC) and Community Based Outpatient Clinics (CBOC's), as identified in paragraph 2 below.

2. FACILITY LOCATIONS:

VA GREATER LOS ANGELES HEALTHCARE SYSTEM

VA Greater Los Angeles Healthcare System (VAGLAHS) 11301 Wilshire Blvd., Los Angeles, CA 90073	VA Downtown LA Ambulatory Care Center (LAACC) 351 E. Temple St., Los Angeles, CA 90012
VA Sepulveda Ambulatory Care Center (SACC) 16111 Plummer St., Sepulveda, CA 91343	VA Community Based Clinic – Santa Barbara 4440 Calle Real, Santa Barbara, CA 93110
VA Community Based Outpatient Clinic - Santa Maria 1550 E. Main Street, Santa Maria, CA 93454	VA Community Based Clinic – San Luis Obispo 1288 Morro St., Ste 200, San Luis Obispo, CA 93401
VA Community Based Outpatient Clinic – ELA 5426 East Olympic Blvd, Los Angeles, CA 90040	VA Community Based Clinic – Gardena 1251 Redondo Beach Blvd, 2 nd Fl., Gardena, CA 90022
VA Community Based Outpatient Clinic (Oxnard) 1690 Universe Cir. Oxnard, CA 93033	VA Community Based Clinic – Lancaster 340 E. Avenue I. Lancaster, CA 93535
VA Community Based Clinic – Bakersfield 1801 Westwind Dr., Bakersfield, CA 93301	

VA LOMA LINDA HEALTHCARE SYSTEM

VA Loma Linda Healthcare System 11201 Benton St. Loma Linda, CA 92357	VA Loma Linda Ambulatory Care Center 26001 Redlands Blvd., Redlands, CA 92357
Blythe Rural Health Clinic 1273 West Hobson Way, Blyth, CA 92225	Corona VA Clinic 2045 Compton Ave, Bldg. 7, Ste 101, Corona, CA 92881
Murrieta VA Clinic 28078 Baxter Rd., Suite 540, Murrieta, CA 92563	Palm Desert VA Clinic 41-990 Cook St., Bldg. F Ste 1004, Palm Desert, CA 92211
Rancho Cucamonga VA Clinic 8599 Haven Ave., Ste 102, Rancho Cucamonga, CA 91730	Victorville VA Clinic 12138 Industrial Blvd., Ste 120, Victorville, CA 92395

VA LONG BEACH HEALTHCARE SYSTEM

VA Long Beach Healthcare System (VALBHS) 5901 East 7 th Street Long Beach, CA 90822	Villages@ Cabrillo Community Based Clinic 2001 River Ave., Long Beach, CA 90806
Laguna Hills Community Based Clinic. 23719 Moulton Parkway, Laguna Hills, CA 92653	Whittier/Santa Fe Springs Community Based Clinic 10330 Pioneer Blvd., Santa Fe Springs, CA 90670
Santa Ana Community Based Clinic. 1506 Brook Hollow Drive, Santa Ana, CA 92705	Anaheim Community Based Outpatient Clinic 2569 W Woodland Drive Anaheim, CA 92801

VA SAN DIEGO HEALTHCARE SYSTEM

VA San Diego Healthcare System 3350 La Jolla Village Dr., San Diego, CA 92161	Mission Valley Outpatient Clinic 8810 Rio San Diego Drive, San Diego, CA 92108
Escondido VA Outpatient Clinic 815 E. Pennsylvania Ave., Escondido, CA 92083	Rio Clinic 8989 Rio San Diego, Ste 360, San Diego, CA 92108
Sorrento Valley Lease – Admin. 9645 Scranton Rd., Build., 2, Ste 140 San Diego, CA 92121	Mission Valley VISN Office 8989 Rio San Diego Dr., Ste 100, San Diego, CA 92108

Sorrento Valley lease – FRMS 9605 Scranton Road, Suite 650, San Diego, CA 92121	Chula Vista Outpatient Clinic 865 3rd Avenue, Chula Vista, CA 91910
Shoreham lease – Human Resources 5120 Shoreham Place, San Diego, CA 92122	Sorrento Valley Clinic 10455 Sorrento Valley Road, San Diego, CA 92121
Comp and Pen Lease 3110 Camino Del Ro South, San Diego, CA 92108	Aspire Center 2121 San Diego Avenue, San Diego, CA 92110
Oceanside VA Outpatient Clinic 1300 Rancho Del Oro Road, Oceanside, CA 92058	

3. **Personnel Requirements.** The contractor shall provide the following personnel:

a. **Lead Installer.** The lead installation/supervisor shall receive the daily or weekly tasks from the VA Medical Center's (VAMC) Interior Designer and manage the contractor's personnel and work assignments. The lead installer shall have previous experience with assembling of various manufacturers systems and modular furniture. The lead installer shall have the knowledge and ability to modify systems and modular furniture when needed and shall be able to accommodate new configurations, including space planning assistance as needed.

b. **Installer.** Installers shall disassemble, reassemble, and install office equipment and furniture under the direction of the lead installer. This includes hanging of articles such as artwork, clocks, signage, and pictures. Installers shall install, assemble and disassemble furniture from shipments and work stations scheduled by the Interior Design Departments. Installation shall consist of Government owned/pre-owned, new and existing equipment. Installers shall have previous experience with assembling of various manufacturers systems and modular furniture. Installers shall be able to read and understand furniture drawings and layouts. Installers shall have the knowledge and ability to modify systems and modular furniture when needed and shall be able to accommodate new configurations, including space planning assistance as needed.

c. **Mover.** Movers shall move single or multiple units (file cabinets, pedestals, chairs, furniture, or unwanted items), boxes, and other standard office items at the VA Medical Centers and their associated clinics as identified in paragraph 2. Additional duties include picking up and delivering warehouse items, trash removal, and control of removed furniture items.

d. All Contract staff shall have familiarity with a variety of furniture product assembly, disassembly, parts and components and have the physical strength to perform the moving, reconfiguration, and relocations services as assigned. All staff shall have the ability to speak and read English in order to understand detailed orders and instructions.

e. The Government reserves the right to accept or reject Contractor's staff for the rendering of services. Complaints concerning Contract Personnel's performance or conduct shall be dealt with by

the Contractor and COR with the final decision being made by the Contracting Officer.

4. Department and Clinic Relocation. Installers and Movers shall provide relocation services consisting of moving staff's boxed office contents, office and clinic system's, freestanding furniture, waiting room furniture, magazine racks, public displays, artwork, plants, pottery and accessories from one location to another location that may be on the same campus or another campus location. Contractor shall attach, affix and bolt in place furniture; free standing or wall mounts as needed. Work shall be done in accordance with the manufacturer's instructions. Contractor shall verify during relocation that electrical/IT connections are available and accessible. When directed, some items other than furniture may need to be moved from a site to a warehouse location for storage or from storage to a site location. Contractor shall coordinate with the COR or his/her delegated representative for warehousing or relocating equipment.

5. Transportation. When requested by the COR or other designated VAMC representative the Contractor shall provide an insured cargo truck or van to facilitate relocation services. Services shall include a licensed mover who shall be paid the hourly rate per the schedule of services and price.

6. On Site Warehousing. When requested by the COR, the installers and/or movers shall assist the Interior Design Department in warehouse facility inventory of products, equipment and furniture. The Contractor shall notify COR when Stock Items are running low and need reordering.

7. Moves and Packing for VA Staff. Packing of office personal files and books are normally done by VA staff, however, movers may be required to assist with packing office books and files. In these cases, boxes shall be provided by the VA.

8. Repairs, Reconfiguration, and Minor Modifications. The Contractor shall be responsible to perform minor repairs and/or modifications to existing furniture such as tightening or loosening screws on equipment to resolve sticking items or realignment for proper movement, locks, lock cores, keys and installation. Minor repairs shall also include the provision of parts (e.g. screws, glide stops, washers, wing nuts, and wheels), materials and tools (e.g. hammer, mallet, screw drivers, drills, and braces) necessary to accomplish the relocation services. Additionally, any reconfiguration required for furniture to be functional in new location shall be provided by the contractor's staff.

9. Unpacking/Uncrating and Placement of Property. Any Government property that requires the contractor to wrap or take additional precautions, while in transport or temporary storage, shall be returned assembled upon arrival at the new location with debris removed.

10. Equipment and Tools. The Contractor shall provide moving equipment and tools necessary for relocation services. The equipment and tools shall include dollies, wheel carts, roller lifts, heavy lifting equipment, stair crawlers, levels, drills, screw drivers, mallets and hammers. Security of tools is the responsibility of the contractor. Any equipment or tools left unattended or in an unsecured area shall be at the risk of the contractor and/or his employees. The Government accepts no liability for loss/damaged/stolen contractor's tools and equipment.

11. Work Areas Organization and Cleanliness: Contractor staff shall ensure that no equipment or tools block exits, corridors, or impede access to entrances/exits or rooms. All contractor tools and equipment shall be in the control of the contractor at all times. When contractor staff departs the work site, all tools shall be removed as well. All debris shall be removed and disposed of by the

Contractor's staff in VA provided trash dumpsters and scrap cage. Cardboard shall be delivered to the waste management building for recycling. Debris generation shall be minor (i.e. boxes, paper, crating material, pallets, or packing material). No debris shall be thrown from windows or doors on any VA property. Contractor is required to keep warehouse floors and other work areas free of debris and clean.

12. Billable Hours. The Contractor shall only bill for hours worked. The Government shall not be charged for arrival of Contractor's personnel and/or delivery of contractor-provided supplies or materials. The Government shall not pay for travel time to and from the work site but shall pay hourly rates for transportation between different VA locations during the work day. Work start times shall not commence until full staffing, materials, and supplies are on-site and available. In the event operations must stop due to shortfall of materials, staff or supplies, those hours shall not be billable to the Government.

13. Reporting for Duty. Contractor staff shall report for duty at the VAMC Interior Design office prior to performing any work (daily) unless otherwise directed by the COR. The lead installer shall review the required tasks and scheduling with the Interior Design staff prior to the start of each work day. The work day hours shall be coordinated with the COR, but will generally be an 8-hour day beginning at 7:00am or 7:30am. A 30-minute meal break will be allowed but is not billable. Reporting times will be coordinated with the COR at each VAMC when services are requested.

14. Safety and Security Precautions. Contractor shall provide his/her employees with the necessary safety equipment required for performance of the contract. The contractor shall take precautions regarding fire and safety policies/procedures within VAMC and their associated Clinics. The Contractor and/or its staff shall immediately notify the COR of any existing or potentially unsafe conditions, i.e., frayed electrical cord, dripping or seeping of fluids. Contractor shall comply with all Occupational Safety and Health Act (OSHA) and applicable laws/regulations for the protection of his/her employees. The Government shall assume no liability or responsibility for the Contractor's compliance or noncompliance with such requirements.

15. Reporting Requirements: Upon completion of work (daily), the Contractor shall document services rendered in a legible format and provide to the COR. If services are performed after normal businesses hours, the Contractor shall report to the VA site manager, and provide the service report to the COR on the next business day (with the signature of the VA site manager) to substantiate hours performed.

16. Personal Hygiene and Clothing. Contractor personnel shall be neat, clean, well groomed and shall otherwise exercise good personal hygiene. Appropriate and professional attire shall be worn at all times. Athletic and athletic-style garments (i.e., jogging suits, sweat suits, running shorts, tee-shirts) shall not be worn by Contractor's employees.

17. Smoking Policy. Smoking is only permitted within the VAMC designated areas.

18. **Service Calls.** Contractor's point of contact where services calls are to be placed.

Name: _____

Address: _____

Telephone Number: _____

Email address: _____

19. **Ordering Activities and Officers.** The Contractor and/or its staff shall not accept any instructions issued by any other person(s) other than the Contracting Officer, the COR, or his/her delegated representative acting within the limits of his/her authority.

20. **Changes.** Only those services specified herein are authorized. Services that are not included in the contract shall be NOT be provided unless authorized via a modification issued by the Contracting Officer.

21. **Overtime.** Overtime shall be approved by the COR or his/her designated representative prior to services being rendered.

22. **Badges and Parking.** Contractor personnel are required to wear identification (I. D.) badges issued by the VA Security Office during the entire time they are on the grounds of the VAMC or one of its clinics. It is the responsibility of the Contractor's personnel to park in the appropriate designated parking areas. Parking information is available from the VAMC Security Office. The Government shall not validate or reimburse for parking violations under any circumstance.

23. **National Holidays:** Listed below are the ten national holidays:

New Year's Day	January 1
Martin Luther King 's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Also included would be any day specifically declared by the President of the United States of America as a National holiday.

24. Contractor Personnel Security Requirements. Per VA Handbook 0710 contract personnel appointed to Low/Moderate/High Risk positions may be subjects of a background investigation conducted by OPM and receive a favorable adjudication from the VA Office of Security and Law Enforcement to ensure compliance with such policy. The Contractor shall be required to furnish all applicable employee information required to conduct the investigation, such as the name, address, and social security number of the Contractor's personnel. The VA will provide all the necessary instructions and guidance for submission of the documents required to conduct the background investigation. The Contractor shall coordinate with the COR for processing of personnel requiring a background investigation.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in

the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from start of the period of performance through the end of the period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$5,000,000.00;

(2) Any order for a combination of items in excess of \$5,000,000.00; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after end date of the period of performance.

(End of Clause)

C.5 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 7 days.

(End of Clause)

C.6 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 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.7 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.8 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.9 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.10 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.11 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 CALIFORNIA. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2018)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

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

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

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

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☒ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[X] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[] (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[] (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (OCT 2015) of 52.223-13.

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

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

[] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

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

[] (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[] (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[] (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[] (ii) Alternate I (JAN 2017) of 52.224-3.

[] (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

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

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

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

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

☐ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (49) 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).

☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

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

☒ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

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

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

Employee Class

Monetary Wage-Fringe Benefits

see DOL Wage rates in Section D

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 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.
- (iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (x) 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.
- (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xii)(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).
- (xiii) 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).
- (xiv) 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).
- (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
- (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 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.

(xxi) 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.14 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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 PRICE WORKSHEETS

The following worksheets provide estimated line item quantities for each healthcare system. If the estimated quantity is "0," this indicates that there is no anticipated need for this line item at this time, however, offerors are asked to provide a price in case a modification is necessary to add this line item at a later date. Only line items with estimated quantities will be used to determine total offered pricing from each offeror for each healthcare system. These quantities are estimates only and subject to change.

D.1.1 VA LONG BEACH HEALTHCARE SYSTEM

BASE PERIOD July 1, 2018 – June 30, 2019

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0001LB	Lead Installer	0	Hour		\$0.00
0002LB	Lead Installer Overtime Rate	0	Hour		\$0.00
0003LB	Installer	2000	Hour		
0004LB	Installer Overtime Rate	200	Hour		
0005LB	Mover	2000	Hour		
0006LB	Mover Overtime Rate	200	Hour		
0007LB	Cargo Van	1000	Day		
0008LB	Truck, 18'	1000	Day		
0009LB	Large Truck, 26' w Bobtail	0	Day		\$0.00
0010LB	Pallet of Moving Boxes	10	Each		
				Total for Base Year	\$

OPTION PERIOD 1 July 1, 2019 – June 30, 2020

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1001LB	Lead Installer	0	Hour		\$0.00
1002LB	Lead Installer Overtime Rate	0	Hour		\$0.00
1003LB	Installer	2000	Hour		
1004LB	Installer Overtime Rate	200	Hour		
1005LB	Mover	2000	Hour		
1006LB	Mover Overtime Rate	200	Hour		
1007LB	Cargo Van	1000	Day		
1008LB	Truck, 18'	1000	Day		
1009LB	Large Truck, 26' w Bobtail	0	Day		\$0.00
1010LB	Pallet of Moving Boxes	10	Each		
				OY 1 Total	\$

Option PERIOD 2 July 1, 2020 – June 30, 2021

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2001LB	Lead Installer	0	Hour		\$0.00
2002LB	Lead Installer Overtime Rate	0	Hour		\$0.00
2003LB	Installer	2000	Hour		
2004LB	Installer Overtime Rate	200	Hour		
2005LB	Mover	2000	Hour		
2006LB	Mover Overtime Rate	200	Hour		
2007LB	Cargo Van	1000	Day		
2008LB	Truck, 18'	1000	Day		
2009LB	Large Truck, 26' w Bobtail	0	Day		\$0.00
2010LB	Pallet of Moving Boxes	10	Each		
				OY2 Total	\$

OPTION PERIOD 3 July 1, 2021 – June 30, 2022

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3001LB	Lead Installer	0	Hour		\$0.00
3002LB	Lead Installer Overtime Rate	0	Hour		\$0.00
3003LB	Installer	2000	Hour		
3004LB	Installer Overtime Rate	200	Hour		
3005LB	Mover	2000	Hour		
3006LB	Mover Overtime Rate	200	Hour		
3007LB	Cargo Van	1000	Day		
3008LB	Truck, 18'	1000	Day		
3009LB	Large Truck, 26' w Bobtail	0	Day		\$0.00
3010LB	Pallet of Moving Boxes	10	Each		
				OY3 Total	\$

OPTION PERIOD 4 July 1, 2022 – June 30, 2023

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4001LB	Lead Installer	0	Hour		\$0.00
4002LB	Lead Installer Overtime Rate	0	Hour		\$0.00
4003LB	Installer	2000	Hour		
4004LB	Installer Overtime Rate	200	Hour		
4005LB	Mover	2000	Hour		
4006LB	Mover Overtime Rate	200	Hour		
4007LB	Cargo Van	1000	Day		
4008LB	Truck, 18'	1000	Day		
4009LB	Large Truck, 26' w Bobtail	0	Day		
4010LB	Pallet of Moving Boxes	10	Each		
				OY4 Total	\$

			VALBHS Base and Options Total \$ _____
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D.1.2 VA GREATER LOS ANGELES HEALTHCARE SYSTEM**BASE PERIOD July 1, 2018 – June 30, 2019**

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0001GLA	Lead Installer	2000	Hour		
0002GLA	Lead Installer Overtime Rate	200	Hour		
0003GLA	Installer	4000	Hour		
0004GLA	Installer Overtime Rate	400	Hour		
0005GLA	Mover	0	Hour		\$0.00
0006GLA	Mover Overtime Rate	0	Hour		\$0.00
0007GLA	Cargo Van	1000	Day		
0008GLA	Truck, 18'	2000	Day		
0009GLA	Large Truck, 26' w Bobtail	0	Day		\$0.00
0010GLA	Pallet of Moving Boxes	10	Each		
				Total for Base Year	\$

OPTION PERIOD 1 July 1, 2019 – June 30, 2020

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1001GLA	Lead Installer	2000	Hour		
1002GLA	Lead Installer Overtime Rate	200	Hour		
1003GLA	Installer	4000	Hour		
1004GLA	Installer Overtime Rate	400	Hour		
1005GLA	Mover	0	Hour		\$0.00
1006GLA	Mover Overtime Rate	0	Hour		\$0.00
1007GLA	Cargo Van	1000	Day		
1008GLA	Truck, 18'	2000	Day		
1009GLA	Large Truck, 26' w Bobtail	0	Day		\$.00
1010GLA	Pallet of Moving Boxes	10	Each		
				OY 1 Total	\$

Option Period 2 July 1, 2020 – June 30, 2021

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2001GLA	Lead Installer	2000	Hour		
2002GLA	Lead Installer Overtime Rate	200	Hour		
2003GLA	Installer	4000	Hour		
2004GLA	Installer Overtime Rate	400	Hour		
2005GLA	Mover	0	Hour		\$0.00
2006GLA	Mover Overtime Rate	0	Hour		\$0.00
2007GLA	Cargo Van	1000	Day		
2008GLA	Truck, 18'	2000	Day		
2009GLA	Large Truck, 26' w Bobtail	0	Day		\$.00
2010GLA	Pallet of Moving Boxes	10	Each		
				OY2 Total	\$

OPTION Period 3 July 1, 2021 – June 30, 2022

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3001GLA	Lead Installer	2000	Hour		
3002GLA	Lead Installer Overtime Rate	200	Hour		
3003GLA	Installer	4000	Hour		
3004GLA	Installer Overtime Rate	400	Hour		
3005GLA	Mover	0	Hour		\$0.00
3006GLA	Mover Overtime Rate	0	Hour		\$0.00
3007GLA	Cargo Van	1000	Day		
3008GLA	Truck, 18'	2000	Day		
3009GLA	Large Truck, 26' w Bobtail	0	Day		\$.00
3010GLA	Pallet of Moving Boxes	10	Each		
				OY3 Total	\$

OPTION PERIOD 4 July 1, 2022 – June 30, 2023

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4001GLA	Lead Installer	2000	Hour		
4002GLA	Lead Installer Overtime Rate	200	Hour		
4003GLA	Installer	4000	Hour		
4004GLA	Installer Overtime Rate	400	Hour		
4005GLA	Mover	0	Hour		\$0.00
4006GLA	Mover Overtime Rate	0	Hour		\$0.00
4007GLA	Cargo Van	1000	Day		
4008GLA	Truck, 18'	2000	Day		
4009GLA	Large Truck, 26' w Bobtail	0	Day		\$0.00
4010GLA	Pallet of Moving Boxes	10	Each		
				OY4 Total	\$

			VAGLAHS Base and Options Total \$ _____
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D.1.3 VA LOMA LINDA HEALTHCARE SYSTEM**BASE PERIOD July 1, 2018 – June 30, 2019**

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
0001LL	Lead Installer	0	Hour		\$0.00
0002LL	Lead Installer Overtime Rate	0	Hour		\$0.00
0003LL	Installer	1000	Hour		
0004LL	Installer Overtime Rate	100	Hour		
0005LL	Mover	3000	Hour		
0006LL	Mover Overtime Rate	300	Hour		
0007LL	Cargo Van	500	Day		
0008LL	Truck, 18'	500	Day		
0009LL	Large Truck, 26' w Bobtail	0	Day		\$0.00
0010LL	Pallet of Moving Boxes	5	Each		
				Total for Base Year	\$

OPTION PERIOD 1 - July 1, 2019 – June 30, 2020

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1001LL	Lead Installer	0	Hour		\$0.00
1002LL	Lead Installer Overtime Rate	0	Hour		\$0.00
1003LL	Installer	1000	Hour		
1004LL	Installer Overtime Rate	100	Hour		
1005LL	Mover	3000	Hour		
1006LL	Mover Overtime Rate	300	Hour		
1007LL	Cargo Van	500	Day		
1008LL	Truck, 18'	500	Day		
1009LL	Large Truck, 26' w Bobtail	0	Day		
1010LL	Pallet of Moving Boxes	5	Each		
				OY1 Total	\$

OPTION PERIOD 2 - July 1, 2020 – June 30, 2021

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2001LL	Lead Installer	0	Hour		\$0.00
2002LL	Lead Installer Overtime Rate	0	Hour		\$0.00
2003LL	Installer	1000	Hour		
2004LL	Installer Overtime Rate	100	Hour		
2005LL	Mover	3000	Hour		
2006LL	Mover Overtime Rate	300	Hour		
2007LL	Cargo Van	500	Day		
2008LL	Truck, 18'	500	Day		
2009LL	Large Truck, 26' w Bobtail	0	Day		\$0.00
2010LL	Pallet of Moving Boxes	5	Each		
				OY2 Total	\$

OPTION PERIOD 3 - July 1, 2018 – June 30, 2019

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3001LL	Lead Installer	0	Hour		\$0.00
3002LL	Lead Installer Overtime Rate	0	Hour		\$0.00
3003LL	Installer	1000	Hour		
3004LL	Installer Overtime Rate	100	Hour		
3005LL	Mover	3000	Hour		
3006LL	Mover Overtime Rate	300	Hour		
3007LL	Cargo Van	500	Day		
3008LL	Truck, 18'	500	Day		
3009LL	Large Truck, 26' w Bobtail	0	Day		\$0.00
3010LL	Pallet of Moving Boxes	5	Each		
				OY3 Total	\$

OPTION PERIOD 4 - July 1, 2018 – June 30, 2019

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4001LL	Lead Installer	0	Hour		\$0.00
4002LL	Lead Installer Overtime Rate	0	Hour		\$0.00
4003LL	Installer	1000	Hour		
4004LL	Installer Overtime Rate	100	Hour		
4005LL	Mover	3000	Hour		
4006LL	Mover Overtime Rate	300	Hour		
4007LL	Cargo Van	500	Day		
4008LL	Truck, 18'	500	Day		
4009LL	Large Truck, 26' w Bobtail	0	Day		\$0.00
4010LL	Pallet of Moving Boxes	5	Each		
				OY4 Total	\$

			VALLHS Base and Options Total \$ _____
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D.1.4 VA SAN DIEGO HEALTHCARE SYSTEM**OPTION PERIOD 1 - July 1, 2019 – June 30, 2020**

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1001SD	Lead Installer	1700	Hour		
1002SD	Lead Installer Overtime Rate	100	Hour		
1003SD	Installer	2000	Hour		
1004SD	Installer Overtime Rate	200	Hour		
1005SD	Mover	500	Hour		
1006SD	Mover Overtime Rate	50	Hour		
1007SD	Cargo Van	50	Day		
1008SD	Truck, 18'	0	Day		\$0.00
1009SD	Large Truck, 26' w Bobtail	50	Day		
1010SD	Pallet of Moving Boxes	5	Each		
				OY1 Total	\$

OPTION PERIOD 2 - July 1, 2020 – June 30, 2021

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2001SD	Lead Installer	1700	Hour		
2002SD	Lead Installer Overtime Rate	100	Hour		
2003SD	Installer	2000	Hour		
2004SD	Installer Overtime Rate	200	Hour		
2005SD	Mover	500	Hour		
2006SD	Mover Overtime Rate	50	Hour		
2007SD	Cargo Van	50	Day		
2008SD	Truck, 18'	0	Day		\$0.00
2009SD	Large Truck, 26' w Bobtail	50	Day		
2010SD	Pallet of Moving Boxes	5	Each		
				OY2 Total	\$

OPTION PERIOD 3 - July 1, 2021 – June 30, 2022

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
3001SD	Lead Installer	1700	Hour		
3002SD	Lead Installer Overtime Rate	100	Hour		
3003SD	Installer	2000	Hour		
3004SD	Installer Overtime Rate	200	Hour		
3005SD	Mover	500	Hour		
3006SD	Mover Overtime Rate	50	Hour		
3007SD	Cargo Van	50	Day		
3008SD	Truck, 18'	0	Day		\$0.00
3009SD	Large Truck, 26' w Bobtail	50	Day		
3010SD	Pallet of Moving Boxes	5	Each		
				OY3 Total	\$

OPTION PERIOD 4 - July 1, 2022 – June 30, 2023

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
4001SD	Lead Installer	1700	Hour		
4002SD	Lead Installer Overtime Rate	100	Hour		
4003SD	Installer	2000	Hour		
4004SD	Installer Overtime Rate	200	Hour		
4005SD	Mover	500	Hour		
4006SD	Mover Overtime Rate	50	Hour		
4007SD	Cargo Van	50	Day		
4008SD	Truck, 18'	0	Day		\$0.00
4009SD	Large Truck, 26' w Bobtail	50	Day		
4010SD	Pallet of Moving	5	Each		
				OY4 Total	\$

			VASDHS All Options Total \$ _____
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D.2 - See attached document: Wage Determinations.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile

offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

E.2 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

1. GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSIONS:

Offeror should thoroughly review the specifications and become familiar with areas of coverage prior to submitting a proposal. Failure to understand the contract requirements shall not relieve the successful Offeror from performing in accordance within the strict meaning and intent of the specifications.

a. Submission of Offerors. Offeror must complete and return all required documents, prior to the time specified in block 8 of SF 1449 in order to be considered for award.

Please review the following items before submitting your proposal:

- ☐ Have you completed the SF 1449 blocks 17a, 30a, 30b and 30c?
- ☐ Have you included a completed price proposal including the section B.4 Schedule of Services and Price, and the section D.1 price worksheets?
- ☐ Have you acknowledged any amendment (s), if applicable?
- ☐ Have you included the requested information required for responding to the Special Standard of Responsibility?

b. Schedule of Services and Price. The Contractor shall completely fill out the Schedule of Services and Price provided in this Solicitation for all healthcare systems for which they are proposing services. No other format for the submission of the Price Schedule shall be accepted. Offerors shall also complete the price worksheets for all healthcare systems for which they are proposing services. The price worksheets provide the estimated quantities for each healthcare system for each option period and will be used to evaluate pricing. Please note that services for VASDHS are not required until July 1, 2019 at the start of option period one (1).

c. Period of Acceptance of Offers. By signing the 1449, the Offeror agrees to hold prices in its offer firm for a period of 120 days from the date specified for the receipt of offers.

d. Offerors shall submit proposals via email only to Sandra Fusco at sandra.fusco@va.gov by May 30, 2018 at 4:30pm PDT, unless otherwise extended by an amendment to this solicitation.

e. Special Standard of Responsibility - Specialized experience. This special standard of responsibility will be used to assess the offeror's specialized experience providing furniture and equipment relocation and installation services. The offeror shall provide evidence of specialized experience providing furniture and equipment relocation and installation services. Specifically, the offeror shall provide a narrative summary in no more than 2 pages demonstrating their experience in providing furniture and equipment relocation and installation services, as described in the Statement of Work.

f. Price Evaluation. Prices will be evaluated for each healthcare system. The lowest priced offeror for each healthcare system shall be awarded an IDIQ contract if they meet the general and special standards of responsibility. Pricing will be evaluated using the price worksheets included in section D.

- g. Compliance with the Limitations on Sub-Contracting.** If intending to use sub-contractors in the performance of this contract, Offerors shall provide the following with their offers:
- i. Narrative that identifies your intended sub-contractors.
 - ii. The estimated value of each sub-contract.
 - iii. The services that each sub-contractor will provide.
 - iv. Socio-economic status of the sub-contractor (e.g. large, small, VOSB, SDVOSB).

(End of Addendum to 52.212-1)

E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

1. Basis for Award. Award(s) will be made to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. Price is the only factor that will be used to evaluate offers. Award will be made to the lowest-priced offer, for each healthcare system, that is determined to be responsible. After making selection of the lowest priced offeror, for each healthcare system, the Contracting Officer will determine if the selected offeror is responsible. In addition to the General Standard of Responsibility found in FAR 9.104-1 and in accordance with FAR 9.104-2, the following special standards of responsibility applies to this procurement:

Special Standard of Responsibility - Specialized experience. This special standard of responsibility will be used to assess the offeror's specialized experience providing furniture and equipment relocation and installation services.

2.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. Evaluation of options shall not obligate the Government to exercise the option(s).

3. 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.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative

Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Indefinite Delivery – Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sandra Fusco

Hand-Carried Address:

Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive Suite 600
Long Beach CA 90815

Mailing Address:

Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach Long Beach 90815

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

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

E.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.216-27	SINGLE OR MULTIPLE AWARDS (End of Addendum to 52.212-1)	OCT 1995

E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (NOV 2017)

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) Web site 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 (u) 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
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(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 unique entity identifier 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).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror’s own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent

appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)