

# FedBizOpps Combined Synopsis/Solicitation Notice

<b>CLASSIFICATION CODE *</b>	J
<b>SUBJECT *</b>	UNINTERRUPTED POWER SUPPLY (UPS) PM
<b>GENERAL INFORMATION</b>	
<b>CONTRACTING OFFICE'S * ZIP-CODE</b>	72205
<b>SOLICITATION NUMBER *</b>	36C25618Q0676
<b>RESPONSE DATE (MM-DD-YYYY)</b>	09-17-2018
<b>ARCHIVE</b>	60 <b>DAYS AFTER THE RESPONSE DATE</b>
<b>RECOVERY ACT FUNDS</b>	N
<b>SET-ASIDE</b>	14
<b>NAICS CODE *</b>	811219
<b>CONTRACTING OFFICE ADDRESS</b>	Department of Veterans Affairs NCO 16 (90C/NLR) Central Arkansas Veterans HCS 2200 Fort Roots Drive, Bldg 41, Room 221 North Little Rock AR 72114 1706
<b>DESCRIPTION *</b>	<b>See Attachment</b>
<b>POINT OF CONTACT *</b>  (POC Information Automatically Filled from User Profile Unless Entered)	Jacqueline Simpson Contracting Specialist
<b>PLACE OF PERFORMANCE</b>	
<b>ADDRESS</b>	Central Arkansas Veterans HC System (CAVHS) West 7th Street 2200 Fort Roots Drive  Little Rock / North Little Rock, AR
<b>POSTAL CODE</b>	72205
<b>COUNTRY</b>	USA
<b>ADDITIONAL INFORMATION</b>	
<b>AGENCY'S URL</b>	
<b>URL DESCRIPTION</b>	
<b>AGENCY CONTACT'S EMAIL ADDRESS</b>	Jacqueline.Simpson3@va.gov
<b>EMAIL DESCRIPTION</b>	Jacqueline.Simpson3@va.gov

\* = Required Field

FedBizOpps Combined Synopsis/Solicitation Notice  
Rev. March 2010

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.303, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued. The federal supply schedule procedures of FAR Part 12 will be used in conjunction with commercial items procedures of FAR Part 13.

**Solicitation # RFQ-36C25618Q0676.** This solicitation is issued as a request for quote (RFQ).

NAICS code is 811219 - size standard is \$20.5 MILLION.

Solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-99, effective 08/10/18.

**Only electronic offers will be accepted. Offers shall be submitted to [Jacqueline.Simpson3@va.gov](mailto:Jacqueline.Simpson3@va.gov)**

**NO LATER THAN September 17, 2018 by 10:00 AM Central Time.**

All questions pertaining to this solicitation shall be submitted by 10:00AM Central Time September 12, 2018. Send all questions electronically to [Jacqueline.Simpson3@va.gov](mailto:Jacqueline.Simpson3@va.gov).

**POC:** Jacqueline Simpson, Contract Specialist **Email:** [Jacqueline.Simpson3@va.gov](mailto:Jacqueline.Simpson3@va.gov)

This solicitation is set aside 100% for Veteran Owned Small Businesses (Total VOSB set-aside). Offers shall only be accepted from Service Disabled Veteran Owned Small Businesses (SDVOSB's). Eligible VOSB's must have an active profile/active registration in the Vendor Information Pages (i.e. VetBiz <https://www.vip.vetbiz.gov/> to be considered for a contract award from this solicitation.

## **SECTION A**

### **A.1 APPLICABLE Provisions and Clauses**

The provision at 52.212-1 Introduction to Offerors – Commercial, applies to this acquisition.

The provision at 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999) applies to this acquisition.

All offers shall include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications –Commercial Items.

The clause at 52.212-4, Contract Terms and Conditions – Commercial Items, applies to this acquisition and a statement. The addendum to FAR 52.212-4 also applies to this acquisition.

The clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items, applies to this acquisition and all additional FAR clauses cited in the clause are applicable to the acquisition.

Addendum to FAR 52.212-4 Show FAR clauses followed by VAAR clauses in numeric order.

Solicitation contains a list of all clauses incorporated by reference in numeric order under 52.252-2 (see below), starting first with FAR and followed by VAAR.

## 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 36C256

Department of Veterans Affairs  
NCO 16 (90C/NLR)  
Central Arkansas Veterans HCS  
2200 Fort Roots Drive, Bldg. 41, Room 221  
North Little Rock AR 72114 1706

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 ☒ Quarterly

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

Department of Veterans Affairs  
Financial Service Center  
PO Box 149971  
Austin TX 78714 9971

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

AMENDMENT NO	DATE

## B.2 PRICE/COST SCHEDULE

### ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).</p> <p>Contract Period: Base POP Begin: 09-28-2018 POP End: 09-30-2019</p> <p>Government Owned Equipment: Valve Regulated Lead Acid Batteries Part No: UPS12-490MR QTY: 240</p>	240.00	JB		
0002	<p>The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).</p> <p>Contract Period: Base POP Begin: 09-28-2018 POP End: 09-30-2019</p> <p>Government Owned Equipment: Valve Regulated Lead Acid Batteries Part No: UPS12-350MR QTY: 80</p>	80.00	JB		
0003	<p>The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work</p>	1.00	JB		

Statement (PWS).  
Contract Period: Base

POP Begin: 09-28-2018  
POP End: 09-30-2019

Government Owned Equipment:  
Powerware 9315 300KvA s/n; EV414ZXX01 UPS;  
w/ (2) strings associated VRLA battery systems.  
Location: Little Rock JLM VA Medical Center Rm GD123  
Part No: Powerware 9315  
QTY: 1

**0004**

1.00 JB

The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).

Contract Period: Base  
POP Begin: 09-28-2018  
POP End: 09-30-2019

Government Owned Equipment:  
Powerware 9395 500KvA s/n EG366BAA14 UPS;  
w/(3) strings associated VRLA battery system  
Location: North Little Rock, Bldg. 102  
Part No: Powerware 9395  
QTY: 1

**0005**

1.00 JB

The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).

Contract Period: Base  
POP Begin: 09-28-2018  
POP End: 09-30-2019

Government Owned Equipment:  
Powerware 9395 500KvA s/n EG366BAA15 UPS;  
w/(3) strings associated VRLA battery system  
Location: North Little Rock, Bldg. 102  
Part No: Powerware 9395  
QTY: 1

<b>0006</b>	Equipment Pre-Inspection for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR, in accordance to the Performance Work Statement (PWS).  Contract Period: Base POP Begin: 09-28-2018 POP End: 09-30-2019	1.00	JB	_____	_____
<b>0007</b>	The contractor shall provide a one-time Unlimited Power Manager Gold Software License to support the UPS preventative maintenance service, in accordance to the Performance Work Statement (PWS).  Contract Period: Base POP Begin: 09-28-2018 POP End: 09-30-2019	1.00	JB	_____	_____
	Total for the <b><u>Base Year</u></b>  Contract Period: Base POP Begin: 09-28-2018 POP End: 09-30-2019			_____	_____
<b>1001</b>	The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of batteries and testing of batteries for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR, in accordance to the Performance Work Statement (PWS).  Contract Period: Option 1 POP Begin: 09-28-2019 POP End: 09-30-2020  Government Owned Equipment: Valve Regulated Lead Acid Batteries Part No: UPS12-490MR QTY: 240	240.00	JB	_____	_____
<b>1002</b>	The contractor shall provide all labor, tools, equipment, materials, personnel	80.00	JB	_____	_____

management, and transportation for  
UPS preventative maintenance service  
of for Central Arkansas Veterans  
Healthcare System (CAVHS) in Little  
Rock and North Little Rock, AR as  
described in the Performance Work  
Statement (PWS).

Contract Period: Option 1  
POP Begin: 09-28-2019  
POP End: 09-30-2020

Government Owned Equipment:  
Valve Regulated Lead Acid Batteries  
Part No: UPS12-350MR  
QTY: 80

**1003**

1.00 JB

The contractor shall provide all labor,  
tools, equipment, materials, personnel  
management, and transportation for  
UPS preventative maintenance service  
of for Central Arkansas Veterans  
Healthcare System (CAVHS) in Little  
Rock and North Little Rock, AR as  
described in the Performance Work  
Statement (PWS).

Contract Period: Option 1  
POP Begin: 09-28-2019  
POP End: 09-30-2020

Government Owned Equipment:  
Powerware 9315 300KvA s/n; EV414ZXX01 UPS;  
w/ (2) strings associated VRLA battery systems.  
Location: Little Rock JLM VA Medical Center Rm GD123  
Part No: Powerware 9315  
QTY: 1

**1004**

1.00 JB

The contractor shall provide all labor,  
tools, equipment, materials, personnel  
management, and transportation for  
UPS preventative maintenance service  
of for Central Arkansas Veterans  
Healthcare System (CAVHS) in Little  
Rock and North Little Rock, AR as  
described in the Performance Work  
Statement (PWS).

Contract Period: Option 1  
POP Begin: 09-28-2019  
POP End: 09-30-2020

Government Owned Equipment:  
Powerware 9395 500KvA s/n EG366BAA14 UPS;



	w/(3) strings associated VRLA battery system Location: North Little Rock, Bldg. 102 Part No: Powerware 9395 QTY: 1			
<b>1005</b>	1.00	JB		
<p>The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).</p> <p>Contract Period: Option 1 POP Begin: 09-28-2019 POP End: 09-30-2020</p> <p>Government Owned Equipment: Powerware 9395 500KvA s/n EG366BAA15 UPS; w/(3) strings associated VRLA battery system Location: North Little Rock, Bldg. 102 Part No: Powerware 9395 QTY: 1</p>				
Total for <b><u>Option Year 1</u></b>				
<p>Contract Period: Option 1 POP Begin: 09-28-2019 POP End: 09-30-2020</p>				
<b>2001</b>	240.00	JB		
<p>The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).</p> <p>Contract Period: Option 2 POP Begin: 09-28-2020 POP End: 09-30-2021</p> <p>Government Owned Equipment: Valve Regulated Lead Acid Batteries Part No: UPS12-490MR QTY: 240</p>				
<b>2002</b>	80.00	JB		

The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance of batteries and testing of batteries for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR, in accordance with the Performance Work Statement (PWS).

Contract Period: Option 2  
POP Begin: 09-28-2020  
POP End: 09-30-2021

Government Owned Equipment:  
Valve Regulated Lead Acid Batteries  
Part No: UPS12-350MR  
QTY: 80

**2003**

1.00 JB

The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).

Contract Period: Option 2  
POP Begin: 09-28-2020  
POP End: 09-30-2021

Government Owned Equipment:  
Powerware 9315 300KvA s/n; EV414ZXX01 UPS;  
w/ (2) strings associated VRLA battery systems.  
Location: Little Rock JLM VA Medical Center Rm GD123  
Part No: Powerware 9315  
QTY: 1

**2004**

1.00 JB

The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).

Contract Period: Option 2  
POP Begin: 09-28-2020

POP End: 09-30-2021

Government Owned Equipment:  
Powerware 9395 500KvA s/n EG366BAA14 UPS;  
w/(3) strings associated VRLA battery system  
Location: North Little Rock, Bldg. 102  
Part No: Powerware 9395  
QTY: 1

2005

1.00 JB

The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).

Contract Period: Option 2  
POP Begin: 09-28-2020  
POP End: 09-30-2021

Government Owned Equipment:  
Powerware 9395 500KvA s/n EG366BAA15 UPS;  
w/(3) strings associated VRLA battery system  
Location: North Little Rock, Bldg. 102  
Part No: Powerware 9395  
QTY: 1

2006

N/C JB

Performed in Option Year 2 (**ONLY**)  
1.5b: Input/output Switchgear (De-energized)  
and 2 (a-o) in accordance with the Performance  
Work Statement (PWS). "**NO CHARGE**"

Contract Period: Option 2  
POP Begin: 09-28-2020  
POP End: 09-30-2021

Total for **Option Year 2**

Contract Period: Option 2  
POP Begin: 09-28-2020  
POP End: 09-30-2021

3001

240.00 JB

The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance of batteries and testing of batteries for Central Arkansas Veterans

Healthcare System (CAVHS) in  
Little Rock and North Little Rock,  
AR in accordance with the  
Performance Work Statement (PWS).

Contract Period: Option 3  
POP Begin: 09-28-2021  
POP End: 09-30-2022

Government Owned Equipment:  
Valve Regulated Lead Acid Batteries  
Part No: UPS12-490MR  
QTY: 240

**3002**

80.00 JB

The contractor shall provide all labor,  
tools, equipment, materials, personnel  
management, and transportation for  
UPS preventative maintenance of  
batteries and testing of batteries  
for Central Arkansas Veterans  
Healthcare System (CAVHS) in Little  
Rock and North Little Rock, AR,  
in accordance with the Performance  
Work Statement (PWS).

Contract Period: Option 3  
POP Begin: 09-28-2021  
POP End: 09-30-2022

Government Owned Equipment:  
Valve Regulated Lead Acid Batteries  
Part No: UPS12-350MR  
QTY: 80

**3003**

1.00 JB

The contractor shall provide all labor,  
tools, equipment, materials, personnel  
management, and transportation for  
UPS preventative maintenance service  
of for Central Arkansas Veterans  
Healthcare System (CAVHS) in Little  
Rock and North Little Rock, AR as  
described in the Performance Work  
Statement (PWS).

Contract Period: Option 3  
POP Begin: 09-28-2021  
POP End: 09-30-2022

Government Owned Equipment:  
Powerware 9315 300KvA s/n; EV414ZXX01 UPS;  
w/ (2) strings associated VRLA battery systems.  
Location: Little Rock JLM VA Medical Center Rm GD123

Part No: Powerware 9315 QTY: 1			
<b>3004</b>	1.00 JB		
<p>The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).</p> <p>Contract Period: Option 3 POP Begin: 09-28-2021 POP End: 09-30-2022</p> <p>Government Owned Equipment: Powerware 9395 500KvA s/n EG366BAA14 UPS; w/(3) strings associated VRLA battery system Location: North Little Rock, Bldg. 102 Part No: Powerware 9395 QTY: 1</p>			
<b>3005</b>	1.00 JB		
<p>The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).</p> <p>Contract Period: Option 3 POP Begin: 09-28-2021 POP End: 09-30-2022</p> <p>Government Owned Equipment: Powerware 9395 500KvA s/n EG366BAA15 UPS; w/(3) strings associated VRLA battery system Location: North Little Rock, Bldg. 102 Part No: Powerware 9395 QTY: 1</p>			
Total for <b><u>Option Year 3</u></b>			
<p>Contract Period: Option 3 POP Begin: 09-28-2021 POP End: 09-30-2022</p>			
<b>4001</b>	240.00 JB		

The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance of batteries and testing of batteries for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR, in accordance with the Performance Work Statement (PWS).

Contract Period: Option 4  
POP Begin: 09-28-2022  
POP End: 09-30-2023

Government Owned Equipment:  
Valve Regulated Lead Acid Batteries  
Part No: UPS12-490MR  
QTY: 240

**4002**

80.00 JB

The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance of batteries and testing of batteries for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR, in accordance with the Performance Work Statement (PWS).

Contract Period: Option 2  
POP Begin: 09-28-2022  
POP End: 09-30-2023

Government Owned Equipment:  
Valve Regulated Lead Acid Batteries  
Part No: UPS12-350MR  
QTY: 80

**4003**

1.00 JB

The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).

Contract Period: Option 4  
POP Begin: 09-28-2022

POP End: 09-30-2023

Government Owned Equipment:

Powerware 9315 300KvA s/n; EV414ZXX01 UPS;

w/ (2) strings associated VRLA battery systems.

Location: Little Rock JLM VA Medical Center Rm GD123

Part No: Powerware 9315

QTY: 1

**4004**

1.00 JB

The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).

Contract Period: Option 4

POP Begin: 09-28-2022

POP End: 09-30-2023

Government Owned Equipment:

Powerware 9395 500KvA s/n EG366BAA14 UPS;

w/(3) strings associated VRLA battery system

Location: North Little Rock, Bldg. 102

Part No: Powerware 9395

QTY: 1

**4005**

1.00 JB

The contractor shall provide all labor, tools, equipment, materials, personnel management, and transportation for UPS preventative maintenance service of for Central Arkansas Veterans Healthcare System (CAVHS) in Little Rock and North Little Rock, AR as described in the Performance Work Statement (PWS).

Contract Period: Option 4

POP Begin: 09-28-2022

POP End: 09-30-2023

Government Owned Equipment:

Powerware 9395 500KvA s/n EG366BAA15 UPS;

w/(3) strings associated VRLA battery system

Location: North Little Rock, Bldg. 102

Part No: Powerware 9395

QTY: 1

Total for **Option Year 4**

Contract Period: Option 4  
POP Begin: 09-28-2022  
POP End: 09-30-2023

**GRAND TOTAL** \_\_\_\_\_

i. Prior to exercising any option, the Contracting Officer shall ensure it is still in the government's best interest, by considering price and other related factors.

ii. In accordance with FAR 52.217-8, any extension shall utilize Option Year 4 pricing. Thus, the offeror's total price for the purpose of evaluation shall include the base period, 1st Option, 2nd Option, 3rd Option, 4th Option, and ½ of the 4th Option. As indicated in FAR 52.217-8, the government may extend the performance of the contract up to an additional six (6) months, upon receiving written notice from the Contracting Officer. Thus, providing separate pricing for the optional six-month extension period is not required.

### **B.3 REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT SYSTEM (CPARS)**

a. As prescribed in Federal Acquisition Regulation (FAR) Part 42.1502 and 42.1503, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed \$250,000. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, Contractor Performance Assessment System (CPARS), which is maintained by the Naval Sea Logistics Center in Portsmouth, Virginia. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the Federal Awardee Performance and Integrity Information System (FAPIS). FAPIS is a web-enabled application accessed via CPARS for contractor responsibility determination information.

b. The Contractor will have an opportunity to review their ratings/comments, under the step "Contractor Comments" in CPARS. You will be notified via email by the CPARS system to review the report and provide comments. Each contractor whose contract award is estimated to exceed \$250,000 may register with CPARS database at the following web address: [www.cpars.gov](http://www.cpars.gov) in order to review the past performance evaluations. Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207- 438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative.



## B.4 PERFORMANCE WORK STATEMENT

### PERFORMANCE WORK STATEMENT

**OBJECTIVE:** The Department of Veterans Affairs (VA), Central Arkansas Veterans Health System (CAVHS), Engineering Maintenance and Operations, Equipment Repair, requires corrective and Preventative Maintenance (PM) service. PM service for the following brand named Uninterruptible Power Supply (UPS) Systems, Input/output electrical switchgear, valve-regulated lead-acid (VRLA) Batteries, and Battery Management System located at 2200 Ft Roots Dr., North Little Rock, Building 102 and John L McClellan Medical Center, West 7<sup>th</sup> St Little Rock, Room GD-123.

**SCOPE:** This contract is to perform preventative maintenance service of batteries, and testing of batteries and system to ensure that they are functional per manufacturer's specifications. The contractor is responsible for the UPS conforming to and meeting all sections outlined in this Performance Work Statement (PWS) and delivering the types and quantities specified.

**\*\* QUALITY CONTROL:** Quality Control is the responsibility of the contractor.

**CONTRACTOR SHALL SUBMIT WITH TECHNICAL PROPOSAL HIS OR HER QUALITY CONTROL PLAN.**

The Contractor is responsible for the delivery of quality services/supplies to the Government. The Contractor shall develop, implement and maintain an effective Quality Control System which includes a written Quality Control Plan (QCP). The QCP shall implement standardized procedure/methodology for monitoring and documenting contract performance to ensure all contract requirements are met. The Contractors' QCP shall contain a systematic approach to monitor operations to ensure acceptable services/products are provided to the Government. The QCP, as a minimum, shall address continuous process improvement; procedures for scheduling, conducting and documentation of inspection; discrepancy identification and correction; corrective action procedures to include procedures for addressing Government discovered non-conformances; procedures for root cause analysis to identify the root cause and root cause corrective action to prevent re-occurrence of discrepancies; procedures for trend analysis; procedures for collecting and addressing customer feedback/complaints. The contractor shall upon request provide to the Government their quality control documentation.

Service Equipment Description	Part #	Quantity
Valve Regulated Lead Acid Batteries	UPS12-490MR	240
Valve Regulated Lead Acid Batteries	UPS12-350MR	80
Powerware 9315 300KvA s/n; EV414ZXX01 UPS; w/ (2) strings associated VRLA battery systems. Located in Little Rock JLM VA Medical Center Rm GD123	Powerware 9315	1

Powerware 9395 500KvA s/n EG366BAA14 UPS; w/ (3) strings associated VRLA battery system. Located on North Little Rock, Bldg. 102	Powerware 9395	1
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Powerware 9395 500KvA s/n EG366BAA15 UPS; w/ (3) strings associated VRLA battery system. Located on North Little Rock, Bldg. 102	Powerware 9395	1
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The Contractor shall provide all personnel, software, license, certification, equipment, tools, materials, vehicles, supervision, and other items and services necessary to provide preventative maintenance of batteries, and testing of batteries and system to ensure that they are functional per manufacturer's specifications.

**Quality Assurance:** The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is a Government only document primarily focused on what the Government must do to assure that the contractor has performed in accordance with the requirements of the contract.

### **Contract Administration and Performance Monitoring**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The Contracting Officer Representative (COR) and Program Manager (PM) will assist by monitoring contractor performance and reporting the findings to the CO.

The COR shall be designated on the authority of the Contract Officer (CO) at the time of contract award to monitor all technical aspects of the contract. In no event is the COR empowered to change any of the terms and conditions of the contract. Changes in any section of this contract shall be made only by the Contracting Officer pursuant to a properly executed modification. The types of actions within the purview of the COR's authority are to ensure that the Contractor performs the technical requirements of the contract, and to notify both the Contractor and the CO of any deficiencies observed. A memorandum of designation shall be issued to the COR and a copy shall be sent to the Contractor at the time of contract award setting forth in full the responsibilities and limitations of the COR.

**Changes to Contract or Performance Work Statement (PWS):** Changes to this PWS or the impending contract shall only be authorized and approved through written correspondence from the CO. A copy of each change shall be kept in a project folder along with all other documents or items pertaining to the project. Costs incurred by the Contractor through the actions of parties other than the CO shall be borne by the Contractor.

### **Performance Measures:**

#### **a. ACCEPTABLE PERFORMANCE**

The Government shall document positive performance. Any report may become a part of the

supporting documentation for any contractual action.

#### **b. UNACCEPTABLE PERFORMANCE**

When unacceptable performance occurs, the COR shall inform the Contractor and the CO. This will normally be in writing unless circumstances necessitate verbal communication. In any case the COR shall document the discussion and place it in the COR file.

When the COR determines formal written communication is required, the COR shall prepare a Contract Deficiency Report (CDR), and present it to the Contractor's Point of Contact (POC).

The Contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the Contractor is required to prepare a corrective action plan to document how the Contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the Contractor has to present this corrective action plan to the COR. The Government shall review the Contractor's corrective action plan to determine acceptability.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

#### **Inherently Governmental Functions**

Contractor shall not perform any Inherently Governmental functions in accordance with FAR Part 7.5.

#### **Quality Assurance**

Contractors shall conform to quality assurance standards in accordance with best commercial practices, unless otherwise specified.

<b>Quality Assurance Surveillance Plan - Rating Sheet</b>						
Task	ID	Standard	Acceptable Quality Level	Method of Surveillance	Incentive	Rating
Emergency Maintenance service	1	Contractor shall provide maintenance service for the Uninterruptible Power Supply (UPS) Systems, per the Performance Work Statement (PWS) and manufacturers requirements.	100%	Direct Observation, Spot Checks, Completed Maintenance Follow Up, Random Sampling	Exercise of Option Period and Past Performance.	

Annual Maintenance	2	Meet or exceed manufacturers recommendation and requirements, per PWS.	100%	Direct Observation, Spot Checks, Completed Maintenance Follow Up, Random Sampling	Exercise of Option Period and Past Performance.	
Annual Battery Systems checks	3	Meet or exceed manufacturers recommendation and requirements, per PWS.	100%	Direct Observation, Spot Checks, Completed Maintenance Follow Up	Exercise of Option Period and Past Performance.	
Semi-Annually Performance Checks	4	Complete Semi-Annual performance checks of the UPS module and provide report, per PWS.	100%	Direct Observation, Spot Checks, Completed Maintenance Follow Up	Exercise of Option Period and Past Performance.	
Clean or replace filter.	5	Meet or exceed manufacturers recommended filter change requirements, per PWS.	100%	Direct Observation, Spot Checks, Completed Maintenance Follow Up, Random Sampling	Exercise of Option Period and Past Performance.	
Documentation	6	Comply with all required documentation, per PWS.	95% omission 95% timeliness	Analysis	Exercise of Option Period and Past Performance.	

**Work Hours:** The Contractor is responsible for conducting business during normal business hours, Monday through Friday from 0800 to 1800, with the exception of Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

Should a holiday fall on a Sunday, the following Monday will be observed as the National Holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National Holiday by U.S. Government agencies. Also, included would be any day specifically declared by the President of the United States. Contractor is not required to provide any service(s) on nationally recognized U.S. Government holidays, nor shall the contractor be paid for these

holidays.

### **Safety:**

The Contractor shall comply with and perform all services associated with this effort in accordance with any and all applicable governing agencies regulations (e.g. Department of Veterans Affairs (DVA), Occupational Safety & Health Administration (OSHA), National Fire Protection Association (NFPA), etc. They shall comply with, original equipment manufacturer specifications, requirements and standards as well as any and all VA policies, procedures, guidelines and requirements that govern the performance of the services covered in the Performance Work Statement (PWS).

### **Requirements:**

#### **1.1 On Call Maintenance:**

The contractor shall provide corrective and preventive maintenance to include parts and labor for all routine and emergency repairs. The response time shall be no more than four **(4) hours** from the time a call is placed to the time a Field Service Engineer arrives on-site. The contractor shall have a local on staff representative (local means within fifty miles of site) who is factory trained to work on parallel series 9315-300 and 9395-500 UPS modules and **factory authorized to access the proprietary XCP maintenance software service tool**. All maintenance shall be performed in accordance with the manufacturer's equipment technical manual recommended service. The battery maintenance shall be performed in accordance with Institute of Electrical and Electronics Engineers (IEEE) standard 450, "IEEE Recommended Practice for Maintenance, Testing, and Replacement of VRLA Storage Batteries for Generating Stations and Substations."

#### **1.2 Four- Hour Load Tests - Twice Yearly:**

During the two-hour generator load test performed by VA twice-per year the contractor shall perform standby monitoring of the UPS system to ensure proper operation with emergency generator power. Load tests typically take place in February and August, however actual dates to be provided by the COR. Upon completion of each load test the contractor shall provide a detailed written report to the COR to include the following information:

- 1) Observed voltage, current, power regulation, and describe any abnormalities
- 2) Performance of UPS battery discharge
- 3) Performance of critical load switching

#### **1.3 Semi-Annually Performance Checks:**

The contractor shall complete semi-annually performance checks of the UPS module and provide a detailed report to the COR to include the following information while also making specific recommendations toward future remedial action, upgrades, or sparing:

##### **1. Environmental Parameters:**

- A. UPS area ambient temperature and humidity

- B. Operating condition of ventilating equipment and cooling equipment
- C. General Cleanliness of UPS Power Module
- D. General Cleanliness of UPS area
- E. Replace air filters, as needed
- F. Clean outside of UPS including control panel/CRT screen

## 2. Battery System Checks:

- A. General appearance of Battery System (external batteries)
- B. General cleanliness of Battery System area
- C. Battery System area ambient temperature and condition of ventilating equipment
- D. Inspect jars/cells for physical case abnormalities (external batteries)
- E. Inspect all DC power interconnections for abnormalities (external batteries)

## 3. Monitoring System Parameters:

- A. Download, print and review of alarm history/event
- B. Download print and review of present front panel metering values
- C. System Input Voltages, Currents, and Frequency
- D. Rectifier Input Voltages, Currents, and Frequency
- E. DC Charging Voltages and Current
- F. Inverter Output Voltages, Currents, and Frequency
- G. System Output Voltages, Currents, and Frequency
- H. System Bypass Voltages and Currents (all phases)
- I. Download print and review of battery self-test data
- J. Download and print of unit configuration report
- K. Operating status or remote monitor status panels

Following the Performance Check, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

### **Deliverables:**

- a) Semi-Annually Performance Check Inspection Report

### **1.4 Power Distribution Unit (PDU) and Remote Power Panels (RPP) Preventative Maintenance Checks – Twice Yearly**

The contractor shall perform preventative maintenance checks semi-annually with exact dates to be approved by the COR (may possibly take place on a Sunday) to include the services below. All checks are designed to be performed during normal operation with no danger to the operating condition of the equipment or to the critical load. All checks or processes may not be applicable to all equipment models. Following the Preventative Maintenance checks, a written report will

be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or changes in spare part.

**NOTE:** For safety purposes PDU/RPP PM's shall be performed by two (2) certified UPS contractors.

#### 1.0 Visual Inspection

- 1.1. Inspect all power connections for signs of overheating or discoloration.
  - 1.1.1. Using a non-contact temperature probe.
- 1.2. Inspect all AC capacitors for signs of leakage.
- 1.3. Inspect all EMI, FCC, and TVSS filtering components.
- 1.4. Inspect and inventory all customer owned spare parts.
- 1.5. Inspect for and note any open engineering changes.

#### 2.0 Operating Parameters

- 2.1. Systems primary input measurements (volts, amps, frequency, and power).
- 2.2. Systems secondary input measurements (volts, amps, frequency, and power).
- 2.3. System output measurements (volts, amps, frequency, and power).
- 2.4. Percentage of output voltage regulation as compared to target value.
- 2.5. Output load balance between phases.
- 2.6. Power Supply voltages and waveforms.

#### 3.0 Environmental Parameters

- 3.1. Areas ambient temperature and percent humidity.
- 3.2. Operating condition of ventilating equipment and cooling equipment.
- 3.3. General Cleanliness of equipment.
- 3.4. General Cleanliness of area around equipment.
- 3.5. Clean control panel and display screen.
- 3.6. Replace air filters.

#### 4.0 Monitoring System Parameters

- 4.1. Download, print, and review alarm/event history queue.
- 4.2. Verify all monitoring functions, displayed values, and lamp tests (local and remote).

Following the Preventative Maintenance, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or changes in spare parts.

#### **Deliverables:**

- a) Preventative Maintenance Inspection Report

#### **1.5 Input/output Switchgear (Energized) –Twice Yearly**

- 1. The projected months to perform these tasks are February and August (February inspection to be coordinated with annual, see below).

2. Perform maintenance on each Input/output switchgear to include the following:
  - a.) Open doors and inspect the following components to detect overheating:
    - 1.) Fronts of circuit breakers.
    - 2.) Protective and control relays (control wiring, not internals).
    - 3.) Auxiliary devices, wiring, and terminal blocks (proper indicating lamps should light).
    - 4.) Insulators and insulating materials
    - 5.) Cable connections
    - 6.) Batteries (if used)
    - 7.) Loading (record loads)
    - 8.) Cleanliness
    - 9.) Dryness (evidence of condensation or water leaks)
    - 10.) Rodents and reptiles
    - 11.) Overheating of parts (discoloration or oxidation indicates possible problem.

**Deliverables:**

- a) Air Break Circuit Breakers Inspection Report

**1.5a Air Break Circuit Breakers (De-energized) –Annual (Once per Year)**

- 1.) Inspection and maintenance (circuit breakers withdrawn from switchgear and de-energized)
- 2.) This work shall be performed during a complete building electrical shut down and coordinated with the VA AITC Facilities staff.
- 3.) Perform maintenance on all Air Break circuit breakers to include the following:
  - a.) Remove arc chutes and inspect-Adjust and clean as needed.
  - b.) Main Contacts-Inspect for pitting, spring pressure, overheating, alignment, overtravel, or wipe and for arc erosion.
  - c.) Moving parts and linkages- Verify components have freedom of movement.
  - d.) Closing mechanism- Verify has quick and positive closing action.
  - e.) Tripping mechanism- Verify components have freedom of movement and reliability to open breaker contacts.
  - f.) Interlocks and safety devices- Functionally test to prove proper operation.
  - g.) Primary disconnect finger clusters- Verify proper alignment and spring pressure and ensure lubricated.
  - h.) Closing and trip coils- Inspect general condition and evidence of overheating.
  - i.) Spring charging motor and mechanism (stored energy type)-Verify proper operation and check for oil leaks from gear motor.
  - j.) Shunt trip device- Verify has freedom of movement and functionally test.
  - k.) Anti-single-phase or blown fuse lockout devices (fused breaker only) - Check general condition and functionally test with proper voltage to trip and lock out breaker.
  - l.) Auxiliary contacts- Inspect for proper operation with closing and opening of breaker.



- m.) Closing (X and Y) relays (electrically operated breakers)- Inspect for contact erosion and dress and/or replace as required.
- n.) Current transformers – Inspect general condition and check nameplate ratio.
- o.) Connection bolts- Inspect for tightness.
- p.) Structure or frame- Inspect for proper alignment and loose or broken parts.
- q.) Fuses and mountings- Inspect general condition and tightness.
- r.) Frame grounding device – Connect before and disconnect after primary fingers.
- s.) Position Indicators – Inspect for proper operation.
- t.) Auxiliary wiring – Inspect general condition and tightness of terminal screws.
- u.) Arc chutes – Inspect for broken parts, missing arc splitters, and amount of metal spatter and burning on interior surfaces.
- v.) Operation counter (if equipped) – Inspect for proper operation and record number of operations.
- w.) Insulators and insulating materials- Inspect for cracks, breaks, and overheating.
- x.) Breaker auxiliary devices- Perform necessary repairs.
- y.) Test insulation resistance – Test with 2500-volt megohmmeter on each main contact with breaker open and all other main contacts and frame grounded. Test with 1000-volt megohmmeter on auxiliary devices and controls and associated wiring, except solid state trip devices.
- z.) Contact conductivity or resistance- Use microhmmeter or determine voltage drop under test load conditions.
  - aa.) Overcurrent (OC) trip devices (electromechanical, series type)- Pass specified currents from high-current test set through coils of series type OC trip devices. Trip devices should open breaker contacts within time limits per manufacturer's or specifically designed time-current coordination curves. Adjust trip devices as required to accomplish desired results. Test set should be equipped with cycle counter for accuracy of short-time and instantaneous trip results. Record results.
  - bb.) Overcurrent trip devices (electromechanical, 5-amp CT type)- Test 5-amp, type OC trip devices in similar manner using reduced current proportional to ratio of CT's in switchgear that normally supply current to the OC trip coils. Record results.
  - cc.) Overcurrent (OC) trip devices (Solid-state type)- Use manufacturer's instructions and test set specifically designed for solid-state trip device being tested, or use primary injection from high-current test set. Adjust trip device settings to obtain desired tripping times and currents to conform to applicable coordination curves. Record results (Do not use megohmmeter insulation resistance tester on solid-state trip devices or associated wiring).
  - dd.) System testing (breaker installed) Electrically operated breaker – After preceding maintenance and testing have been satisfactorily completed, install electrically operated breaker in proper switchgear cell and rack it into "Test" position. Operate closing control devices to ensure that breaker closes and latches without trip-free operations. Operate trip control devices to ensure that breaker trips open in a reliable manner. Functionally test all electrical interlock and safety devices. After satisfactorily

passing all operational tests, the breaker can be racked into the “Connected” position and placed in normal service.

**Deliverables:**

- a) Air Break Circuit Breakers inspection report

**1.5b Input/output Switchgear (De-energized) –Performance in Option Period 2 Only**

- 1.) This work shall be performed during a complete building electrical shut down and coordinated with the VA OI&T Facilities staff.
- 2.) Perform maintenance on each Input/output switchgear including the following:
  - a.) Major maintenance or overhaul – Verify that no parts of the power or control circuitry are energized by “back feed” from alternate power or control sources.
  - b.) Completely clean, inspect, tighten and adjust all components, components, and enclosure.
  - c.) Ventilating louvers- clean as needed.
  - d.) Buses, splices, and bolts- Check bolts for manufacturer recommended torque.
  - e.) Insulators and insulating materials – Clean and inspect for cracks.
  - f.) Circuit breakers and circuit breaker disconnect studs, fingers, and clusters – Inspect for proper adjustment and spring pressure and overheating. Inspect retainer rings for stress cracks in corners. Lubricate, unless manufacturer’s instructions specify otherwise.
  - g.) Cable connections –Inspect for evidence of overheating. Check for tightness.
  - h.) Draw-out breaker racking mechanisms- check for proper alignment and ease of operation.
  - i.) Meters-Test for accuracy.
  - j.) Controls, interlocks and closing power rectifiers-Perform functional tests and check voltages.
  - k.) CT’s, PT’s and control power transformers – Verify operational.
  - l.) Fuse clips and fuses- Check clips for adequate spring pressure and proper fuse ratings.
  - m.) Grounding components and conditions- Make necessary repairs.
  - n.) Protective relays and overcurrent trip devices- Use high-current test equipment and adjust trips to operate in accordance with manufacturer’s and specially prepared time-current coordination curves. Adjust for proper conformance.
  - o.) Test conductivity of aluminum cable connections- Use microhmmeter or determine voltage drop under test load conditions.

**Deliverables:**

- a) Input/output Switchgear (De-energized) inspection report

**1.6 Battery Maintenance – Twice Yearly**

1. The projected months to perform these tasks are February and, August (February inspection to be coordinated with annual, see below). These dates may change and are dependent on approval by the COR and OI&T Facilities Management personnel (Bldg. 102) staff.

2. Perform maintenance on each battery and string per manufacturer specifications including but not limited to the following:

- a). Measure and record AC ripple voltage and AC ripple current on batteries.
- b). Measure and record DC float current on batteries.
- c). Measure and record battery room ambient temperature.
- d) Check and record the integrity of the battery jars and rack for each string.
- e) Check and record the general appearance and cleanliness of each battery string. Clean cell jars and racks as necessary in accordance with manufacturer's recommendations (see "Battery Cleaning" section of manufacturer's maintenance instruction).
- f) Measure and record open cell voltage of each cell.
- g) Measure and record float voltage each string.
- h) Using a calibrated digital micro-ohmmeter, measure and record (in micro-ohms) the resistance of each cell interconnection. The contractor shall note which interconnection is a jumper cable.
- i) Compare resistance readings to original installation resistance readings. The contractor shall note which cells exceed the allowable tolerance (less than 20% higher than the original installation readings). If the resistance reading is still out-of-tolerance, clean, re-coat, reassemble and re-torque the connections until the reading is within tolerance. Replace any connections as necessary to provide a connection within tolerance.
- j) Spot-check torque on 10% of intercell connections. The contractor shall record which cells were checked. Torque to 75 inch-pounds and re-measure any found out-of-tolerance.
- k) Provide a performance check of each battery string disconnect switch.
- l) Provide reports within 15 days of the completion of this work.
- m) Coordinate with OI&T facilities management personnel and generator contractor, using the contacts listed, and stand-by for a 4-hour full load test following completion of all items above. This will be completed in conjunction with UPS major inspections.
- n) Check Cellwatch Battery Management system and eliminate any nuisance alarms that were created during battery services.
- o) Operator training to be provided to staff when on-site.
- p) Wipe down and clean or vacuum all equipment listed in this contract.

## **1.7 Annual Maintenance**

### **1. Visual Inspection**

- a. Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
- b. Inspect all power connections for signs of overheating.
- c. Inspect all subassemblies, bridges and legs for signs of component defects or stress.
- d. Inspect all DC capacitors for signs of leakage.
- e. Inspect all AC capacitors for signs of leakage.
- f. Inspect and inventory all customer-owned spare parts.
- g. Inspect for, and perform as required, any open engineering changes.
- h. Inspect battery monitoring system.

## 2. Internal Operating Parameters.

- a. DC Ground Detection Offset.
- b. Inverter leg current average balance.
- c. Output filter current average phase balance.
- d. Rectifier bridge current average leg balance.
- e. AC Protection settings are checked.
- f. DC Protection settings are checked.
- g. Input and Output Frequency and Voltage Bandwidth settings are checked.
- h. Verify DC filter capacitance.
- i. Verify AC tank and trap filter capacitance.
- j. Power Supply voltages and waveforms.
- k. Update firmware as necessary with customer approval (parts if required are included at no charge under service agreements with full parts coverage. Evaluate Field Service Bulletins (FSBs) for potential updates (parts if required are included at no charge under service agreement with full parts coverage.

## 3. External Operating Parameters

- a. System Input Voltages (all phases).
- b. System Input Currents (all phases).
- c. DC Charging Voltages (float and equalize), record settings, adjust to nominal.
- d. Rectifier phase on and walk up.
- e. Inverter phase on and walk up.
- f. Adjust all panel meters to measured values.
- g. System Bypass Voltages (all phases).
- h. Manual and UV Transfer Testing, verify uninterrupted transfer waveform.
- i. Outage simulation, and battery capability testing, and verify charger current limit.
- j. Generator operation and interface verification.

## 4. Environmental Parameters

- a. UPS area ambient temperature and condition of ventilating equipment.
- b. General Cleanliness of UPS Power Module.
- c. General Cleanliness of UPS area.
- d. Replace air filters as applicable and necessary (parts if required are included at no charge under service agreements with full parts coverage.
- e. Clean outside of UPS including control panel/CRT screen.
- f. Flywheel only: Drain oil and change oil and filters.

## 5. Battery Cabinet Checks

- a. General appearance of Battery System (all types).
- b. General cleanliness of Battery System area (all types).
- c. Inspect cells for physical abnormalities.
- d. Inspect all DC connections for abnormalities.
- e. Battery System area ambient temperature and condition of ventilating equipment.

- f. For internal batteries only measure and record:
  - I. Overall battery float voltage
  - II. Charger output current and voltage
  - III. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier
  - IV. Momentary load testing of cells < 100 watts (e.g. 9E, 9x55, not 9330)

#### **6. Monitoring System Parameters**

- a. Alarm archive review and printing.
- b. Alarm lamp test-local and remote.
- c. Replace all open monitor bulbs.
- d. Inspect battery monitoring system.
- e. Review Battery Test in history.

7. Provide infrared testing services (with follow up report) on all UPS modules, UPS Batteries, SBM, computer room PDU's/RPP's and all associated UPS and generator powered electrical panels.

#### **8. General**

- a. Customer Consultation.
- b. Verbal Recommendations.
- c. General Observations.

Following the Preventive Maintenance inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

#### **Deliverables:**

- a) Annual Maintenance inspection report

### **1.8 METHOD AND DISTRIBUTION OF DELIVERABLES**

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

#### **Special Shipping Instructions:**

Prior to shipping, Contractor shall notify Site POCs, by phone followed by email, of all incoming deliveries including line-by-line details for review of requirements. Contractor cannot make any changes to the delivery schedule at the request of Site POC.

The Contractor shall email a copy of all shipping receipts to the COR. Contractors must coordinate deliveries with Site POCs before shipment of hardware to ensure sites have adequate storage space. All shipments, either single or multiple container deliveries, will bear the VA Purchase Order number on external shipping labels and associated manifests or packing lists. In the case of multiple container deliveries, a statement readable near the VA PO number will indicate total number of containers for the complete shipment (ex. "Package 1 of 2"), clearly readable on manifests and external shipping labels.

## **PARTS**

(a) Gray market items are Original Equipment Manufacturers (OEM) goods sold through unauthorized channels in direct competition with authorized distributors. This procurement is for new OEM medical supplies, medical equipment and/or services contracts for maintenance of medical equipment (i.e. replacement parts) for VA Medical Centers. No remanufactures or gray market items will be acceptable.

(b) Contractor shall be an OEM, authorized dealer, authorized distributor or authorized reseller for the proposed medical supplies, medical equipment and/or services contracts for maintenance of medical equipment (i.e. replacement parts), verified by an authorization letter or other documents from the OEM, such that the OEM's warranty and service are provided and maintained by the OEM. All software licensing, warranty and service associated with the medical supplies, medical equipment and/or services contracts for maintenance of medical equipment shall be in accordance with the OEM terms and conditions.

(c) The delivery of gray market items to the VA in the fulfillment of an order/award constitutes a breach of contract. Accordingly, the VA reserves the right enforce any of its contractual remedies. This includes termination of the contract or, solely at the VA's election, allowing the Vendor to replace, at no cost to the Government, any remanufactured or gray market item(s) delivered to a VA medical facility upon discovery of such items.

End of Performance Work Statement

## 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) Other documents, exhibits, and attachments

(8) 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 52.252-2 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><b>FAR Number</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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.5 SUPPLEMENTAL INSURANCE REQUIREMENTS**

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employer's liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

#### **C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)**

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

## **C.7 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

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

(End of Clause)

## **C.8 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016) (DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Veteran-owned small business or VOSB.”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more 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 veterans;

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

(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) “Veteran” is defined in 38 U.S.C. 101(2).

(b) *General.*

(1) Offers are solicited only from verified veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

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

(c) *Agreement.* A 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 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 and/or VOSB as appropriate.

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

(End of Clause)

852.219-74 Limitations on Subcontracting Monitoring and Compliance. (JUL 2018)

#### LIMITATIONS ON SUBCONTRACTING MONITORING AND COMPLIANCE

(a) This solicitation includes VA Acquisition Regulation (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside; FAR 52.219-6, Notice of Total Small Business Set-Aside.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer 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.

(c) 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 Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) 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 Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of clause)

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

(End of Clause)

(End of Addendum to 52.212-4)

## **C.11 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).

☐ (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.

☒ (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

☒ (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).

[X] (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)



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

### **D.1 WAGE DETERMINATION**

See attached document: ATTACHMENT A - PAST PERFORMANCE.

See attached document: ATTACHMENT B - CORPORATE EXPERIENCE.

See attached document: ATTACHMENT C - WAGE DETERMINATION

Wage Determination No.: 2015-5117

Revision No: 8

Date of Revision: 07/03/2018

## 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 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. 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 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](http://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](http://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)

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

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

## **E.2 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)

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

(a) The Government will award a contract on the basis of the lowest priced technically acceptable, proposal meeting or exceeding the acceptable standards for non-cost factors.

“Since this solicitation is Lowest Priced Technically Acceptable (LPTA) the source selection evaluation board will begin by reviewing the lowest priced proposal. If the board determines that this proposal is technically acceptable no other proposals will be reviewed. This proposal will have been deemed technically acceptable with the lowest price, so for this reason the award will be made based on FAR guidance.”

The following factors shall be used to evaluate offers:

Factor 1 Technical

Factor 2 Price

### **FACTOR 1: TECHNICAL**

#### **SUB FACTOR 1 - CORPORATE EXPERIENCE**

(A) Contractor shall utilize the attached Corporate Experience Form. Contractor shall have at least 5 (five) years of Corporate Experience. Failure to provide evidence of experience in the quote submission shall result in a rejection of the quote.

(B) Company shall have provided these types of services to either a Government or Commercial entity for the minimum 5 (five) years. At a minimum, your narrative shall include the following:

(I) Organizations number of years of corporate experience in providing the services at similar sized and complexity as the Houston MEDVAMC or commercial entity.

- (ii) Organizations size, experience in the field, and resources available to enable the Contractor to fulfill requirements of the size anticipated under any resultant contract;
- (iii) Brief history of the organizations activities contributing to the development of expertise and capabilities related to this requirement.
- (iv) Information that demonstrates the contractor organizational and accounting controls and manpower presently in-house or the ability to acquire the type and kinds of personnel proposed to become in-house staff.

**No substitution for Corporate Experience will be considered.**

**SUB FACTOR -2. Technical/Management Approach** - The Contractor shall demonstrate the following, relevant to the subject procurement.

(A) Contractor shall submit with technical proposal a detailed technical and management plan describing their proposed capability and methods to manage the performance of all work and requirements in Performance Work Statement (PWS). The plan shall be organized, specific and complete in detail, realistic, and provide a straightforward delineation of the proposed management system. The plan shall contain all proposed communication to illustrate quality control, licenses, software, capability to obtain Original Equipment Manufacturer (OEM) parts, resumes, personnel, proposed management policies, and emergency response time.

Offeror shall submit technical proposal that illustrates technical approach to provide all labor, tools, material, parts, equipment, supervision, software, license, certification, transportation, management, personnel, materials, tools, travel, and supervision for the Uninterruptible Power Supply (UPS) Systems Input/output electrical switchgear, valve-regulated lead-acid (VRLA) Batteries, and Battery Management System located at 2200 Ft Roots Dr., North Little Rock, Building 102 and John L McClellan Medical Center, West 7th St Little Rock, Room GD-123.

(B) Contractor shall submit with technical quote detail prior experience in providing services similar to those required by this solicitation. Emphasis shall be placed upon prior contractual experience that is the same as or equivalent to that required by this solicitation. The offerors description of prior contractual experience shall include a description of the type of work performed. Offerors may provide copies of the contract technical requirements to illustrate the type of work.

(C) Contractor shall submit a copy of his or her quality control plan concurrently with the technical quote in adherence with Performance Work Statement (PWS) requirements. Offeror shall provide a synopsis of offeror's overall approach to quality control/quality improvement and provide information on proposed quality improvement plan.

Quality control measures shall include, but not be limited to:

- Performing all required services per Performance Work Statement (PWS)
- Listing all subcontractors and services they shall perform under the contract
- Compliance with applicable Federal, state and local codes and regulations.
- Response Time, Unscheduled Maintenance (Emergency Repair Service)

**SUB FACTOR -3. Personnel**

(A) Contractor shall identify the personnel for the required contract, the contractor shall identify, by name, the key management, technical personnel who shall work under this contract. A complete resume,

license, training, certification shall be submitted with proposal for each personnel proposed for the contract. Contractor shall include with personnel resume any professional qualifications, experience in this type of work, and the technical competence of the staff on similar projects. Contractors shall provide details concerning any previous experience the proposed team may have worked together on similar sized and complexity contracts.

## **FACTOR 2: PRICE**

(A). In this factor, price will be evaluated for reasonableness and fairness by comparing contractors price submitted and the government independent government cost estimate.

(B) Options. The Government will average all submitted prices from each performance period and add that to the overall submitted price for total evaluation purposes. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

## **DELIVERABLES:**

1. Technical Quote
2. Corporate Experience Form
3. Completed Price/Cost Schedule

## **NOTE: PAST PERFORMANCE**

(A). In this factor, the Government Past Performance will be evaluated for responsibility purpose only. Contractor's demonstrating past performance of work of a similar nature and relevance to this procurement within the past three years. Contractor shall utilize the attached Past Performance Questionnaire. Contact persons provided for project submitted under Factor #1 Corporate Experience above may be contacted by the Evaluation Panel. The Contractor's past performance on similar contracts.

(B). Past Performance: The Contractor shall send out the attached past performance questionnaire to each of their references listed under Factor #1 -Corporate Experience above. The Government will evaluate the quality and extent of Contractor's performance deemed relevant to the requirements of this solicitation. The references shall return the past performance questionnaire directly to the Government Contract Specialist listed on the past performance questionnaire via email. The government will use information submitted by the Contractor's and other sources such as other Federal government offices and commercial sources to assess performance.

(C). Contractor's should follow-up and encourage references to return the questionnaires to the Contracting Officer in a timely manner. The government will review available past performance data in PPIRS. However, the government reserves the right to obtain past performance information from any available sources and may contact customer other than those identified by the offer when evaluating past performance.



Note: Contractor's with no relevant past performance history will not be evaluated favorably or unfavorably on past performance.

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

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

(End of Provision)

#### **E.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

#### **E.5 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:

Jacqueline Simpson

Contract Specialist  
Hand-Carried Address:

Department of Veterans Affairs

NCO 16 (90C/NLR)  
Central Arkansas Veterans HCS  
2200 Fort Roots Drive, Bldg 41, Room 221  
North Little Rock AR 72114 1706  
Mailing Address:

Department of Veterans Affairs

NCO 16 (90C/NLR)  
Central Arkansas Veterans HCS  
2200 Fort Roots Drive, Bldg 41, Room 221  
North Little Rock AR 72114 1706

(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.6 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016) (DEVIATION)**

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

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

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

(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)

(End of Addendum to 52.212-1)

## **E.9 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* mean's 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:

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(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.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

☐ (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](mailto:CISADA106@state.gov).

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

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

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

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

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

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

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

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