

COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS**General Information:**

Document Type:	Combined Solicitation/Synopsis
Solicitation Number:	36C25623Q0429
Posted Date:	March 14, 2023
Questions Due Date:	March 17, 2023
Response Due Date:	March 22, 2023 / 12:00PM (CST)
Product/Service Code:	5830
Set Aside:	Small Business
NAICS Code:	334310
Size Standard:	750 employees
Point of Contact:	Kristi Riley – Email: Kristi.riley@va.gov

Contracting Office Address:

Department of Veterans Affairs
Network Contracting Office 16
Galleria Financial Center
5075 Westheimer Rd., Ste. 750
Houston, TX 77056

Description

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) subpart 12.6, "Streamlined Procedures for Evaluation and Solicitation for Commercial Items," in conjunction with FAR Part 13.5 for Certain Commercial Items, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; a quote is being requested, and a written solicitation document will not be issued.

This solicitation is issued as a Request for Quotation (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through **Federal Acquisition Circular 2023-01, 12-30-2022**. This solicitation is being issued as a Small Business Set-Aside.

The associated North American Industrial Classification System (NAICS) code for this procurement is **334310**, with a size standard of **750** employees.

The FSC/PSC is **5830**.

Contractor is required to be actively registered in the System for Award Management (SAM). Vendor quote may be considered non-compliant and rejected if the Contracting Officer is unable to verify active registration status. The Department of Veterans Affairs (VA), South Central VA Health Care Network (VISN 16) G.V. (Sonny) Montgomery VA

Medical Center located at 1500 E. Woodrow Wilson Ave., Jackson, MS 39216 is seeking to purchase a Portable Audiovisual Conference/Presentation System, have the components assembled and wired appropriately, and placed in ruggedized and moveable containers.

See B.2 Price/Cost Schedule / B.4 Statement of Work (SOW) pgs. 4 through 16 of this document for details of the Government's requirement.

(End of Provision)

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: Company Name: _____
 Address: _____
 POC: _____
 Phone#: _____
 Email: _____
 UEI: _____
 Tax ID#: _____

b. GOVERNMENT: Contracting Officer 36C256
 Department of Veterans Affairs
 Network Contracting Office 16
 5075 Westheimer Road, Suite 750
 Houston TX 77056-5643

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 ☒ Upon receipt and acceptance by the Government

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.

5. 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 NO.	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Portable Audiovisual Conference System: Extron DMP 128 Plus C - 12x8 ProDSP Digital Matrix Processor PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne MANUFACTURER PART NUMBER (MPN): 60-1512-01 or equal	1.00	EA		
0002	Extron DPT T HD2 4K 230 - DTP Transmitter for HDMI PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne MANUFACTURER PART NUMBER (MPN): 60-1491-12 or equal	3.00	EA		
0003	Extron PI 140 High Power Injector PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne MANUFACTURER PART NUMBER (MPN): 60-1361-01 or equal	1.00	EA		
0004	Extron TLP Pro 725M - Wall Mount Touchlink Pro Touchpanel PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne MANUFACTURER PART NUMBER (MPN): 60-1563-02 or equal	1.00	EA		
0005	Extron Recessed Wall Mount Kit PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne MANUFACTURER PART NUMBER (MPN): 70-1141-23 or equal	1.00	EA		

0006	1.00 EA		
Extron IPCP Pro 250 - IP Link Pro Control Processor PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne MANUFACTURER PART NUMBER (MPN): 60-1429-01 or equal			
0007	1.00 EA		
Extron MediaPort 200 - HDMI and Audio to USB Scaling Bridge PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne MANUFACTURER PART NUMBER (MPN): 60-1488-01 or equal			
0008	1.00 EA		
Extron DTP CrossPoint 84 - 8x4 Scaling Presentation Matrix Switchers PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne MANUFACTURER PART NUMBER (MPN): 60-1368-01 or equal			
0009	6.00 EA		
Extron XTP DTP 24 Series 24/150 - Twisted Pair Cables PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne MANUFACTURER PART NUMBER (MPN): 26-702-150 or equal			
0010	6.00 EA		
Extron XTP DTP 24 Series 24/75 - Twisted Pair Cables PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne MANUFACTURER PART NUMBER (MPN): 26-702-75 or equal			
0011	3.00 EA		
10,000 ANSI/11.250 ISO Lumens Digital Projector PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and			

Public Address Systems, Except Airborne			
0012	3.00	EA	
Ultra-Short Throw Lens for Digital Projector PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0013	3.00	EA	
Projector Stand PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0014	3.00	EA	
Rear Projections Screen PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0015	2.00	EA	
Quad Channel Digital Wireless Receiver PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0016	4.00	EA	
Handheld Wireless Microphone Transmitter PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0017	4.00	EA	
Wireless Bodypack Transmitter PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0018	3.00	EA	

Earset Headworn Microphone PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0019	3.00 EA		
Cardioid Lavalier Microphone PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0020	1.00 EA		
Battery Charger for Wireless Microphones and Transmitters PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne LOCAL STOCK NUMBER: 218.			
0021	1.00 EA		
Wireless Presentation Gateway PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0022	2.00 EA		
Aluminum Tripod with Rising Center Column for PTZ Camera PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0023	2.00 EA		
HDMI/IP PTZ Camera with POE PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0024	1.00 EA		
Professional USB Device/Hub for AV System Connection PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and			

Public Address Systems, Except Airborne			
0025	1.00	EA	
Controllable Power Conditioner with 8 outlets PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0026	4.00	EA	
10" Powered PA with Bluetooth PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0027	4.00	EA	
Gas Assist Tripod Stand (for PAs) PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0028	2.00	EA	
Microphone Stand with Weighted Base PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0029	10.00	EA	
50ft Pro-Audio XLR Male to XLR Female Cable PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0030	1.00	EA	
Eight-Port 1GB Unmanaged Switch PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0031	4.00	EA	

Heavy Duty and Ruggedized Containers w/ Locking Casters PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0032	2.00	EA	
Rack Units with Shelf and Drawers PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
0033	1.00	YR	
Wiring and Building the Presentation System. Delivery and Training PRINCIPAL NAICS CODE: 334310 - Audio and Video Equipment Manufacturing PRODUCT/SERVICE CODE: 5830 - Intercommunication and Public Address Systems, Except Airborne			
			GRAND TOTAL

B.3 STATEMENT OF WORK

A. GENERAL INFORMATION

1. Scope of Work:

The South-Central VA Health Care Network (VISN 16) is requesting a brand name or equal portable audiovisual conference/presentation system. The general scope of this project is to purchase electronic components, have those components assembled and wired appropriately, and placed in ruggedized and moveable containers. Additionally, the vendor would provide training, maintenance and troubleshooting of the components within the system.

The requirement is for a portable audiovisual conference/presentation system that meets the following general needs:

- Shall allow for display to three separate screens independently of each other (or in tandem)
- The system must allow for full participation of virtual participants (using MS Teams, WebEx, or Zoom) (as a presenter or an attendee)
- Projectors for the system shall be short throw and rear projection capable.
- The projection screens should allow for rear projection.

- The wireless audio system should allow for at least six wireless transmitting devices
- Where practical, the elements of the system will be mounted and placed in heavy duty and ruggedized containers for safe storage and shipment (while still allowing for access)
- The system will be completely operated by a touch panel or tablet PC.

The Portable Audiovisual Conference/Presentation System will deliver professional and educational information to VA (Department of Veterans Affairs) employees. This system will be a flexible and engaging communication system. The Contractor shall provide all products listed as follows:

- a. Extron DMP 128 Plus C - 12x8 ProDSP Digital Matrix Processor or Equivalent
- b. Extron DPT T HD2 4K 230 – DTP Transmitter for HDMI with Input Loop-Through or Equivalent
- c. Extron PI 140 High Power Injector or Equivalent
- d. Extron TLP Pro 725M – Wall Mount Touchlink Pro Touchpanel or Equivalent
- e. Extron Recessed Wall Mount Kit or Equivalent
- f. Extron IPCP Pro 250 – IP Link Pro Control Processor or Equivalent
- g. Extron DTP T HD2 4K 230 – DTP Transmitter for HDMI with Input Loop-Through or Equivalent
- h. Extron MediaPort 200 – HDMI and Audio to USB Scaling Bridge or Equivalent Extron DTP CrossPoint 84 – 8x4 Scaling Presentation Matrix Switchers with DTP Extension or Equivalent
- i. Extron XTP DTP 24 Series 24/150 – Precision-terminated Shielded Twisted Pair Cables or Equivalent
- j. Extron XTP DTP 24 Series 24/75 – Precision-terminated Shielded Twisted Pair Cables or Equivalent
- k. 10,000 ANSI/11.250 ISO Lumens Digital Projectors to meet or exceed the following salient characteristics:
 - 1920x1200 pixel native display
 - 16:10 Aspect Ratio
 - Includes CVI, DisplayPort, HDMI 1.4b, 3G-SDI, VGA (Analog RGB), VGA Monitor Out, Component Video, HDBaseT (for LAN) Connections.
 - HDBaseT connection to support reception of uncompressed High Definition Video over standard Cat5e/6 LAN cable.
 - Sealed Optics
 - Addressable IR Remote Control
 - Supports 1080p (24Hz, 25Hz, 30Hz, 50Hz, 60Hz), 1080i (50Hz, 60Hz), and 720p (50, 60Hz) HDTV formats
 - The projector should be able to be controlled via Crestron RoomView, PJLink Class 1, LAN, RS-232, and AMX.
 - The projector should be powered by 100-140VAC 50/60Hz single phase
- l. Ultra-Short Throw Lens for the Digital Projector to meet or exceed the following salient characteristics:
 - 0.38:1 lens throw ratio
 - All-glass lenses
- m. Projector Stand to meet or exceed the following characteristics:
 - Supports up to 100 pounds

- 17" x 25" shelf
 - Legs should telescope to allow for height changes
- n. Rear Projections Screen to meet or exceed the following salient characteristics:
- At least 92" viewable width
 - 16:10 aspect ratio
 - Texture-less screen surface
 - Screen should not induce color shift
 - The screen frame should be heavy duty, foldable and portable
- o. Quad Channel Digital Wireless Receiver to meet or exceed the following characteristics:
- Wide MHz tuning range
 - Antenna and spectrum options
 - Compatible with Handheld Wireless Microphone Transmitter and Wireless Bodypack Transmitters listed below.
- p. Handheld Wireless Microphone Transmitter to meet or exceed the following characteristics:
- Standard and High Density Transmission Modes
 - Backlit LCD for menu and controls
 - AA or lithium-ion rechargeable batteries
 - External contacts for docked charging
 - Compatible with Quad Channel Digital Wireless Receiver (above)
- q. Wireless Bodypack Transmitter to meet or exceed the following characteristics:
- Standard and High Density Transmission Modes
 - Allows for TA4 and LEMO3 connectors
 - AA or lithium-ion rechargeable batteries
 - External contacts for docked charging
 - Compatible with Quad Channel Digital Wireless Receiver (above)
- r. Earset Headworn Microphone to meet or exceed the following characteristics:
- Headworn omnidirectional microphone that delivers exceptional speech clarity and plosive protection.
 - Embedded technology to stop RF interference
 - Includes windscreens and pouch
 - Compatible with Wireless Bodypack Transmitter above.
- s. Cardioid Lavalier Microphone to meet or exceed the following characteristics:
- Cardioid lavalier microphone with interchangeable condenser.
 - Wide dynamic range and frequency response.
 - Embedded technology to stop RF interference
 - Includes windscreens, dual tie clip, and pouch
 - Compatible with Wireless Bodypack Transmitter above
- t. Battery Charger for Wireless Microphones and Transmitters
- u. Wireless Presentation Gateway to meet or exceed the following salient characteristics:
- Connects to PC, Mac, iOS, Android, and Chrome OS devices
 - Full and Multi-Presenter Modes
 - Screen Mirroring via LAN or WiFi with built-in antenna
 - Power over Ethernet, HDMI and Analog Audio Output
 - USB Keyboard, Mouse and Annotation Control

- v. Aluminum Tripod with Rising Center Column for PTZ Camera
- w. HDMI/IP PTZ Camera with POE to meet or exceed the following salient characteristics:
 - 1080p60 HDMI/IP Camera
 - 30x Optical Zoom, 8x Digital Zoom
 - Minimum 1 / 2.7" 2.07MP CMOS Sensor
 - RS-232, VISCA, Pelco-P/D Serial Control
- x. The system must also be able to interact with virtual participants through the use of Microsoft Teams, Webex, or Zoom through a government-supplied computer. Professional USB Device/Hub for AV System Connection to Government-Supplied Laptop to meet or exceed the salient following characteristics:
 - Connect BMA CTH, cameras, and display options to PC or laptop with a single USB cable
 - Combines mic and camera options with a single USB connection
 - USB 3.0 or 2.0 compatibility with at least 4 USB 2.0 ports and 2 USB 3.0 ports
 - Support DVI, HDMI, VGA and USB 3.0, Gigabit Ethernet and Audio Mic in and Line Out
- y. Controllable Power Conditioner with 8 outlets to meet or exceed the following salient characteristics:
 - 15 amp power controller with Linear Noise Filtration, Automatic Voltage Monitoring and Catastrophic Surge Protection
 - Eight individually controllable rear panel outlets
- z. 10" Powered PA with Bluetooth to meet or exceed the following salient characteristics:
 - 650W Power Rating (Continuous)
 - 1300W Power Rating (Peak)
 - 60 – 20,000 Hz Frequency Response
 - 100 degree x 60 degree Coverage Pattern
- aa. Gas Assist Tripod Stand (for PAs) to meet or exceed the following salient characteristics:
 - Lift-Assist Aluminum Tripod Speaker Stand
 - 3'8" – 6'7" in Height
- bb. Microphone Stand with Weighted Base to meet or exceed the following salient characteristics:
 - 36" minimum height and 65" max height
 - 12" weighted base
 - Single-Hand Height Adjustment
- cc. 50ft Pro-Audio XLR Male to XLR Female Cable
- dd. Eight-Port 1GB Unmanaged Switch to meet or exceed the following salient characteristics:
 - 8 Gigabit Ethernet ports
 - Simple Plug-and-Play Setup
 - Rack Mountable
- ee. All non-rack-mountable equipment will be provided housed in heavy duty and ruggedized containers that moveable (by two people) containers (locking casters)
- ff. The Vendor will install and wire rack-mountable items and have those components installed in heavy duty and ruggedized containers that are moveable (by two people) by lockable casters

- gg. The Vendor will provide training (at least eight hours) during the normal working day (8 a.m. – 4:30 p.m. CST) on the assembly and use of the Portable Audiovisual Conference/Presentation System.
- hh. The Vendor will provide a manufacturer's warranty for all products per industry standard for the scope of this contract.
- ii. The Vendor will provide off-site technical and user support for the Portable Audiovisual Conference/Presentation System for one year per the manufacturer's warranty.
- jj. The system will be delivered to the government by April 28, 2023.

2. Project Overview

- a. **Inventory:** The VA will adhere to its property inventory management processes. The products will be received by VISN16. Vendor will work within VA's inventory management guidelines.
- b. **Manufacturing Requirements:** This specification establishes the minimum requirements for the acquisition and installation of a complete and usable system. All products will be commercial grade for commercial use. All product and components will be new. Refurbished products will not be accepted.

2. **Performance Period:** The period of performance is TBD.

3. **Place of Performance:** G.V. (Sonny) Montgomery VA Medical Center in Jackson, MS.

4. **Performance Based Contract Management:**

- The Contractor shall assign an Account Manager who will serve as the point of contact throughout the duration of contract performance. The contractor shall also designate an alternate Account Manager who will serve as the POC when the Account Manager is not available (illness, vacation, training, etc.).
- The VA will assign a Contracting Officer who will be the only individual authorized to effect changes in the contract.
- Invoicing: Invoices for products shall be submitted upon delivery and acceptance. Invoice for license, support and maintenance is payable at the start of the term and will be submitted upon entitlement. Invoices for services performed shall be submitted monthly in arrears.
- All invoicing by the Contractor will be submitted electronically to: VA Financial Service Center, 149971, Austin, TX 78714- 9971.

B. CONTRACT AWARD MEETING

The contractor shall not commence performance on the tasks in this SOW until a contract is awarded, a Purchase Order number has been issued to the contractor, and the VA POC has conducted a kick-off meeting or has advised the contractor that a kick-off meeting is waived.

C. GENERAL INFORMATION & REQUIREMENTS

1. For every task, the contractor shall identify in writing all necessary subtasks (if any), associated costs by task, and together with associated sub milestone dates. The contractor's subtask structure shall be reflected in the proposal.
2. All written deliverables will be phrased in layperson language. Statistical and other technical terminology will not be used without providing a glossary of terms.

D. SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES

1. The Vendor will coordinate delivery and installation of items with VA's identified POC.
2. Installation hours are to be accomplished between 8:00 a.m. and 4:00 p.m. Monday thru Friday.
3. Delivery costs must be included in the Vendor's bid quote in its entirety.
4. All services shall be installed by certified technicians in accordance with manufacturer's recommended installation instructions.
5. A punch list walk-through shall be performed by the VISN16 POC and the Vendor (or his representative). Items on the punch list shall be noted and a response for completion time (expected date of completion) of each item shall be provided from the Vendor.
6. The Vendor will provide all labor and parts to run, connect, and configure all cables (Coaxial, ethernet, power, etc.). It is incumbent on the Vendor to determine all necessary items to complete the installation.
7. The VA will supply a disposal location for waste.
8. The VA will supply restroom facilities for the delivery crew.

E. CHANGES TO STATEMENT OF WORK

Any changes to this SOW shall be authorized and approved only through written correspondence from the Contracting Officer (CO). A copy of each change will be kept in a project folder along with all other products of the project. Costs incurred by the contractor through the actions of parties other than the CO shall be borne by the contractor.

F. REPORTING REQUIREMENTS

The contractor will report on progress of technical installation and training.

G. TRAVEL

Contractor travel expenses will not be covered as a part of this SOW.

H. GOVERNMENT RESPONSIBILITIES

VA Police will issue photo identification badges directly to contractors' and sub-

contractors' superintendents and foremen (when required). These ID badges must be worn by these individuals at all times while on VA property. VA shall provide access into areas needed to perform the duties of this contract.

I. CONTRACTOR EXPERIENCE REQUIREMENTS – KEY PERSONNEL

Contractor's Past and Present Performance will be reviewed by the Contracting Officer (CO) and Contract Officer's Representative (COR). This survey will be documentation of the contractor acceptable or unacceptable performance during the contract period.

1. Contractor Responsibilities

The contractor will be responsible for the actions of all individuals provided to work for the VA under this contract. In the event that damages arise from work performed by contractor provided personnel, under the auspices of this contract, the contractor will be responsible for all resources necessary to remedy the incident.

2. Government Responsibilities

VA shall provide access into areas needed to perform the duties of this contract.

J. CONFIDENTIALITY AND NONDISCLOSURE

It is agreed that:

1. The preliminary and final deliverables and all associated working papers and other material deemed relevant by VA which have been generated by the contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the Government POC at the conclusion of the task order.

2. The Government POC will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by the contractor. Any request for information relating to this task order presented to the contractor shall be submitted to the Government POC for response.

3. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the Government POC.

(End of Statement of Work)

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	DEC 2022
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	DEC 2022
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021

C.2 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.3 VAAR 852.211-70 EQUIPMENT OPERATION AND MAINTENANCE MANUALS (NOV 2018)

The Contractor shall follow standard commercial practices to furnish manual(s), handbook(s) or brochure(s) containing operation, installation, and maintenance instructions, including pictures or illustrations, schematics, and complete repair/test guides, as necessary, for technical medical equipment and devices, and/or other technical and mechanical equipment provided per CLIN(s)

. The manuals, handbooks or brochures shall be provided in hard copy, soft copy or with electronic access instructions, consistent with standard industry practices for the equipment or device. Where applicable, the manuals, handbooks or brochures will include electrical data and connection diagrams for all utilities. The documentation shall also contain a complete list of all replaceable parts showing part number, name, and quantity required.

(End of Clause)

C.4 VAAR 852.212-71 GRAY MARKET ITEMS (APR 2020)

(a) No gray market or remanufactured items will be acceptable. 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 equipment only for VA medical facilities.

(b) Vendor shall be an OEM, authorized dealer, authorized distributor or authorized reseller for the proposed equipment/system, verified by an authorization letter or other documents from the OEM. All software licensing, warranty and service associated with the equipment/system shall be in accordance with the OEM terms and conditions.

(End of Clause)

C.5 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (OCT 2019)

(a) In an effort to achieve socioeconomic small business goals, 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 (SDVOSBs) and veteran-owned small businesses (VOSBs) as subcontractors.

(b) Eligible service-disabled veteran-owned small businesses 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 the Vendor Information Pages (VIP) database.

(c) Non-Veteran offerors proposing to use SDVOSBs or VOSBs 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 VIP database.

(d) Pursuant to 38 U.S.C. 8127(g), any business concern that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB/VOSB status is subject to debarment for a period of not less than five years. This includes the debarment of all principals in the business.

(End of Clause)

C.6 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (OCT 2019)

(a) The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses (SDVOSBs) or veteran-owned small businesses (VOSBs) 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 SDVOSBs or VOSBs for subcontract work of the same or similar value.

(b) Pursuant to 38 U.S.C. 8127(g), any business concern that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB/VOSB status is subject to debarment for a period of not less than five years. This includes the debarment of all principals in the business.

(End of Clause)

C.7 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

(a) Definitions. As used in this clause—

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

(2) Designated agency office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(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; and

(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 at the current website address provided in the contract.

(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).

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

(e) Exceptions. If, based on one of the circumstances in this paragraph (e), 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.8 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

C.9 VAAR 852.246-71 REJECTED GOODS (OCT 2018)

(a) Supplies and equipment. Rejected goods will be held subject to Contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the Contractor's address at the Contractor's risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the Contractor.

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

(End of Clause)

C.10 VAAR 852.246-73 NONCOMPLIANCE WITH PACKAGING, PACKING AND/OR MARKING REQUIREMENTS (OCT 2018)

Failure to comply with the packaging, packing and/or marking requirements indicated herein, or incorporated herein by reference, may result in rejection of the merchandise and request for replacement or repackaging, repacking, and/or marking. The Government reserves the right, without obtaining authority from the Contractor, to perform the required repackaging, repacking, and/or marking services and charge the Contractor at the actual cost to the Government for the same or have the required repackaging, repacking, and/or marking services performed commercially under Government order and charge the Contractor at the invoice rate. In connection with any discount offered, time will be computed from the date of completion of such repackaging, repacking and/or marking services.

(End of Clause)

C.11 VAAR 852.247-71 DELIVERY LOCATION (OCT 2018)

Shipment of deliverable items, other than reports, shall be to:

Department of Veterans Affairs
G.V. (Sonny) Montgomery VA Medical Center
1500 E. Woodrow Wilson Ave.
Jackson, MS 39216

(End of Clause)

C.12 VAAR 852.247-72 MARKING DELIVERABLES (OCT 2018)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Mark deliverables, except reports, for: Matthew Gowan

(End of Clause)

C.13 VAAR 852.247-73 PACKING FOR DOMESTIC SHIPMENT (OCT 2018)

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with regulations of carriers as applicable to the mode of transportation.

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

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SECTION E - SOLICITATION PROVISIONS

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
52.214-21	DESCRIPTIVE LITERATURE	APR 2002
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020

E.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or

service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) Representations. The Offeror represents that—

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument

resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

(End of Addendum to 52.212-1)

E.3 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation on the basis of the Lowest Priced Technically Acceptable (LPTA) responsible vendor whose quote, conforming to the solicitation, meets or exceeds the acceptable standards for non-cost factors. All quoters must have a current registration in the System for Award Management to be considered responsive. Since this solicitation is Lowest Price Technically Acceptable (LPTA), the evaluation board will begin by reviewing the lowest priced quote. If the board determines that this quote is technically acceptable (including solicitation specifications), no other quotes will be reviewed. This quote will have been deemed technically acceptable with the lowest price, so for this reason the award will be made based on FAR guidance.

(b) 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 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision—

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. 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.

Reasonable inquiry has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

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

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

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM 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 Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted 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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(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—

(i) It ☐ is, ☐ is not a service-disabled veteran-owned small business concern; or

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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 joint venture 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 it ☐ is, ☐ is not a joint venture that complies with the

requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

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

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

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

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical 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	Exceeds 55% domestic content (yes/no)

[List as necessary]

(3) Domestic end products containing a critical component: Line Item No. _____

[List as necessary]

(4) 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)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “critical 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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105). Line Item No. _____

[List as necessary]

(v) 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 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 Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line item No.	Country of origin

[List as necessary]

(3) 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]

(4) 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 the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
 Name _____.
 TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) 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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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 (12.301(d)(1)).

(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).

(v) Covered Telecommunications Equipment or Services—Representation. Section 889(a)(1)(A) and section 889(a)(1)(B) of [Public Law 115-232](#).

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)