

Combined Synopsis/Solicitation Notice

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|-----------------|--|
| SUBJECT* | Testing and Certification Services for Line Isolation Module (LIM) Panels, Gulf Coast Veterans Health Care System, Biloxi, MS 39531, and Joint Ambulatory Care Center (JACC), Pensacola, FL 32507 |
|-----------------|--|

GENERAL INFORMATION

| | |
|---------------------------------------|---|
| CONTRACTING OFFICE'S ZIP CODE* | 39531 |
| SOLICITATION NUMBER* | 36C25623Q0247 |
| RESPONSE DATE/TIME/ZONE | 01-25-2023 1300 EASTERN TIME, NEW YORK, USA |
| ARCHIVE | 99 DAYS AFTER THE RESPONSE DATE |
| RECOVERY ACT FUNDS | N |
| SET-ASIDE | N/A |
| PRODUCT SERVICE CODE* | H159 |
| NAICS CODE* | 811210 |
| CONTRACTING OFFICE ADDRESS | Department of Veterans Affairs Gulf Coast Veterans Health Care System Network Contracting Office 16 400 Veterans Avenue BLDG 5 Rm 1A102 Biloxi MS 39531 |
| POINT OF CONTACT* | C. Robert Oravetz / Contracting Officer Department of Veterans Affairs Network Contracting Office 16 Gulf Coast Veterans Health Care System 400 Veterans Avenue BLDG 5 Rm 1A102 Biloxi, MS 39531 |

PLACE OF PERFORMANCE

| | |
|--------------------|---|
| ADDRESS | Department of Veterans Affairs Gulf Coast Veterans Health Care System Joint Ambulatory Care Center (JACC) Biloxi, MS 39531 / Pensacola, FL 32507 |
| POSTAL CODE | |
| COUNTRY | USA |

ADDITIONAL INFORMATION

| | |
|---------------------------------------|---|
| AGENCY'S URL | https://www.va.gov/ |
| URL DESCRIPTION | VA |
| AGENCY CONTACT'S EMAIL ADDRESS | christopher.oravetz@va.gov |
| EMAIL DESCRIPTION | CO e-mail address |

This is a combined synopsis/solicitation for commercial items, prepared in accordance with the format in Federal Acquisition Regulation (FAR 12.6) as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will not be issued.

Solicitation number **36C25623Q0247** is issued as a Request for Quote (RFQ). This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2022-08.

The Gulf Coast Veterans Health Care System, Biloxi, MS, and the Joint Ambulatory Care Center (JACC) Pensacola, FL is seeking a qualified contractor that can provide the following services for the facility: [Line Isolation Module \(LIM\) Panel Testing & Certification Services](#).

History/Background: This is a new requirement for the facility. There is no current contract or other agreement in place with an incumbent contractor for these services.

The Statement of Work contained within this solicitation is a non-negotiable document. Offers/quotes shall not include edits, revisions, additions, deletions, alterations, or track change comments to the Statement of Work. Inquiries regarding information that is contained within the Statement of Work can be addressed via the submission of contractor questions about this solicitation if needed.

The applicable NAICS code for this procurement is 811210 - Medical and surgical equipment repair and maintenance services with a size standard of \$30 million.

This solicitation is unrestricted and is open to all contractors. Contractors in any socioeconomic category may submit offers/quotes in response to this solicitation.

When preparing offers/quotes in response to this solicitation offerors shall refer to FAR 52.212-1 (Instructions to Offerors – Commercial Items), FAR 52.212-2 (Evaluation-Commercial Items) and Addendum to FAR 52.212-1. These sections contain specific instructions, guidance, format, and exact requirements for what constitutes a complete and responsive offer/quote.

| | | | | | | | |
|--|---|------------------------------|--|--|---|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | | | | 1. REQUISITION NO. 520-23-1-542-0184 | | PAGE 1 OF 43 | |
| OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | | | | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NO. | | 5. SOLICITATION NUMBER 36C25623Q0247 | |
| | | | | | | 6. SOLICITATION ISSUE DATE 01-15-2023 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME C. Robert Oravetz | | | b. TELEPHONE NO. (No Collect Calls) 228-523-5454 | | 8. OFFER DUE DATE/LOCAL TIME 01-25-2023 1300 EST |
| 9. ISSUED BY Department of Veterans Affairs Gulf Coast Veterans Health Care System Network Contracting Office 16 400 Veterans Avenue BLDG 5 Rm 1A102 Biloxi MS 39531 | | | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811210 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$30 Million | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING N/A | |
| | | | | | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO Department of Veterans Affairs Gulf Coast Veterans Health Care System Engineering Department 400 Veterans Avenue Biloxi MS 39531 | | | | 16. ADMINISTERED BY Department of Veterans Affairs Gulf Coast Veterans Health Care System Network Contracting Office 16 400 Veterans Avenue BLDG 5 Rm 1A102 Biloxi MS 39531 | | | |
| 17a. CONTRACTOR/OFFEROR | | CODE | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY FSC e-Invoice Payment http://www.fsc.va.gov/fsc/einvoice.asp Invoice Setup Information 1-877-489-6135 invoice must be submitted electronically PHONE: 1-877-489-6135 FAX: vafscscshd@va.gov | |
| TELEPHONE NO. | | UEI: | | EFT: | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | <input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | Contractor shall provide testing and certification services for twenty-six (26) Line Isolation Module (LIM) panels located at Gulf Coast Veterans Health Care System, Biloxi, MS & Joint Ambulatory Care Center (JACC), Pensacola, FL Contractor shall refer to the Statement of Work, the Schedule of Services (Price/Cost Schedule), and all other requirements and conditions that are contained within this solicitation that pertain to the execution of services. Contractor shall refer to FAR 52.212-1, FAR 52.212-2, and Addendum to 52.212-2 when submitting offers/quotes in response to this solicitation. This solicitation is unrestricted and is open to all contractors in any socioeconomic category. (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 520-3630162-542-850100-2543 010050192 | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | | | | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA | | | | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) C. Robert Oravetz, Contracting Officer VA-VHA-SAOC-2018-7292e378 | | 31c. DATE SIGNED | |

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: Unknown until contract award

b. GOVERNMENT: Contracting Officer 36C256 C. Robert Oravetz, christopher.oravetz@va.gov

Department of Veterans Affairs
Gulf Coast Veterans Health Care System
Network Contracting Office 16
400 Veterans Avenue BLDG 5 Rm 1A102
Biloxi MS 39531

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

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or |
| <input type="checkbox"/> | 52.232-36, Payment by Third Party |

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☒ Upon successful completion of testing and certification

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.

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

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

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 JB=JOB

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-------------|---|----------|------|--------------------|--------|
| 0001 | | 1.00 | JB | | |
| | <p>Contractor shall provide testing and certification services for twenty-six (26) Line Isolation Monitors (LIMS) located at Gulf Coast Veterans Health Care System (GCVHCS) - Biloxi VA Medical Center, Biloxi, MS 39531 & Joint Ambulatory Care Center (JACC), Pensacola, FL 32507 IAW Statement of Work requirements.</p> <p>PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance PRODUCT/SERVICE CODE: H159 - Quality Control - Electrical and Electronic Equipment Components</p> | | | | |
| | | | | GRAND TOTAL | |

B.3 STATEMENT OF WORK

**TESTING AND CERTIFICATION OF LINE ISOLATION MONITORS
GULF COAST VETERANS' HEALTH CARE SYSTEM (GCVHCS)
BILOXI VA MEDICAL CENTER BILOXI, MS 39531
JOINT AMBULATORY CARE CENTER PENSACOLA, FL 32507**

DESCRIPTION: Line Isolation Module (LIM) Panel Testing & Certification

PLACE OF PERFORMANCE:

- The Biloxi VA Medical Center (VAMC) – 400 Veterans Ave. Biloxi, MS 39531
- The Joint Ambulatory Care Center (JACC) – 790 Veterans Way Pensacola, FL 32507

BACKGROUND: The GCVHCS requires services for testing and certification of the 26 LIM Panels.

SCOPE: The contractor shall provide all labor, supplies, transportation, and equipment to perform inspection and certification on 26 LIM Panels for the GCVHCS

CERTIFIED TECHNICIANS:

Certified technicians are required in the performance of work under this contract. All testing and certification shall be performed by technicians certified through the International Electrical Testing Association (NETA).

PERFORMANCE REQUIREMENTS:**A) Certification Marking:**

The contractor shall apply a sticker certification on the inside of each panel door and include the following.

1. Company Name, address, and phone number
2. Date of inspection
3. Pass or Fail status

4. Initials of inspector

B) Special Performance Requirements:

The contractor shall perform all inspections and certifications in accordance with NFPA 99 and the following guidelines.

1. Measure and record system voltage line-to-line and line-to-ground
2. Unplug all electrical equipment plugged into the isolated power system and switch off all permanently installed electrical equipment connected to isolated power system.
3. With all circuits energized, all electrical equipment unplugged, and all permanently wired equipment turned off, measure leakage current and calculate the system impedance; with an AC microammeter measure current between L1 and ground, & L2 and ground. Measure the voltage between L1 and L2. Calculate impedance based on system voltage and L1 & L2 to ground leakage current. Verify the impedance is >200,000 Ohms.
4. Conduct a test of the ground system associated with each isolated power system and/or ground integrity of the receptacles ground. This is determined by measuring the voltage difference between the room or patient reference ground and the ground point of the receptacle being tested when a constant current is forced to flow between these points. The calculated resistance is to be below 0.2 Ohms.
5. Reconnect all equipment and re-energize equipment referenced in step 2.
6. If there is a need for work to be performed beyond the scope of this contract, the contractor shall provide a written cost estimate for any work or materials. The contractor shall not perform any work or make any purchases beyond the scope without approval from the Contracting Officer.

C) Required Contractor Reporting:

1. A full detailed report shall be generated for each Panel and turned over to the Contracting Officer Representative (COR) and/or other authorized facility representative/designee at the conclusion of testing.

LOCATION OF SERVICES TO BE PROVIDED:

Locations of all the LIM Panels are as follows: 26 LIM Panels total.

❖ Biloxi VAMC

➤ Building 3

- 4D125 (1) Panel
- 4D126 (1) Panel
- 4D127 (2) Panels
- 4D128 (2) Panels
- 4D129 (2) Panels
- 4D130 (2) Panels

➤ Building 30

- 1G149 (2) Panels
- 1G144 (2) Panels
- 1G152 (2) Panels
- 1G155 (2) Panels

- 3G105 (2) Panels
- ❖ JACC
 - 2C187 (2) Panels
 - 2D138 (2) Panels
 - 2D142 (2) Panels

ADDENDUM – EQUIPMENT SPECIFICATIONS

Biloxi, MS VA Location – See Table Below

| Bldg | Room | Model # | Manufacturer |
|------|-------|----------------------------|---------------------------|
| 3 | 4D125 | Bender-lim2000 Plus | Bender |
| 3 | 4D126 | Bender-Lim2000 Plus | Bender |
| 3 | 4D127 | Bender-IZ Series | Bender |
| 3 | 4D127 | Bender-IZ Series | Bender |
| 3 | 4D128 | Bender-Lim2000 Plus | Bender |
| 3 | 4D128 | Bender-IZ Series | Bender |
| 3 | 4D129 | Bender-Lim2000 Plus | Bender |
| 3 | 4D129 | Bender-IZ Series | Bender |
| 3 | 4D130 | Bender-IZ Series | Bender |
| 3 | 4D130 | Bender-IZ Series | Bender |
| 30 | 1G149 | Iso-gard Series D | Square D |
| 30 | 1G149 | Iso-gard Series D | Square D |
| 30 | 1G144 | Iso-gard Series 6 | Schneider Electric |
| 30 | 1G144 | Iso-gard Series D | Square D |
| 30 | 1G152 | Iso-gard Series D | Square D |
| 30 | 1G152 | Iso-gard Series D | Square D |
| 30 | 1G155 | Iso-gard Series D | Square D |
| 30 | 1G155 | Iso-gard Series D | Square D |
| 30 | 3G105 | Iso-gard Series 6 | Schneider Electric |
| 30 | 3G105 | Iso-gard Series 6 | Schneider Electric |

JACC, Pensacola, FL Location – See Information Below

| Item | Qty. | Description |
|------|------|---|
| 1.0 | 6 | ISOLATED POWER PANEL flush-mounted 14 GA galvanized steel backbox, 35" x 24" x 5" (HxWxD), 14 GA, Type 304 stainless steel front trim w/ # 4 brushed finish, 37" x 26" (HxW), with door w/ hidden hinges and keyed flush lock over breaker panel. Each panel containing: <ul style="list-style-type: none"> 1 5 kVA, 480 V - 120 V, 1 Ph, 60 Hz isolation transformer, 1 15A, 2P, Cutler-Hammer, Type GHC, Main circuit breaker, 1 Load center w/ provision for 12, 2P, Cutler-Hammer, Type CHP, plug-on circuit breakers, w/ deadfront - 12 positions, 2 In-line fuses for LIM circuit, 12 20A, 2P, Type CHP, plug-on, branch circuit breaker, 1 LIM2000, 1 Ph, Line Isolation Monitor (LIM), w/digital/analog display, 1 Reference ground bus w/ 20 connections |

ISOTROL type IPP-5EA1-C1/12P12-AF

| | | |
|-----|---|--|
| 2.0 | 9 | RECEPTACLE GROUND MODULE flush mounted 16 GA galvanized steel backbox, 12" x 8" x 4" (WxHxD), w/ knockouts on all four (4) sides, 14 GA, Type 304 stainless steel front trim w/#4 brushed finish, 14" x 10" (WxH). Each module containing: <ul style="list-style-type: none"> 1 30A, Hospital Grade, twist-to-lock ground jacks 3 NEMA #5-20R, 20A, 125V, 2P/3W, Hospital Grade Duplex Receptacle, Hubbell # HBL8300R, Color: red, 1 Ground bus w/ 20 connections. |
|-----|---|--|

ISOTROL type RGM-1-3D1-A20-0F12**SPECIAL CONTRACTOR PROVISIONS:****A) Security Requirements:**

- 1) While on VA property, all contractor personnel shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of the facility.
- 2) Prior to the commencement of any work under this contract, upon arrival to the VA Medical Center, contractor personnel shall first check-in with the COR and/or other authorized facility representative/designee to obtain an identification badge. The contractor employee must safeguard the badge and immediately report if the badge is lost, stolen, or destroyed to the COR.
- 3) Contractor personnel shall properly display their identification badge at all times while on VA property.

B) Interference in Performance Requirements:

The following provisions shall be adhered to by contractor personnel throughout the duration of this contract:

- 1) Contractor may be required to interrupt their work at any time so as not to interfere with the normal functioning of the facility, e.g., utility services, servicing of fire protection systems, and the passage of facility patients/personnel, etc.
- 2) In the event of an emergency, contractor services may be stopped and rescheduled at no additional cost to the government.
- 3) Contractor personnel shall inform the COR and/or other authorized facility representative/designee of the need to gain access to secured areas. If access is required to secured areas, prearranged scheduling will be made by the COR and/or other authorized facility representative/designee.

PERIOD OF PERFORMANCE:

1) Performance Duration:

30 Calendar Days

2) Performance Schedule:

All work shall be performed during the following times.

- a) Monday through Friday during the hours of 8:00 AM CST – 5:00 PM CST
- b) Worked performed in Building 30 and at the JACC may need to be scheduled to begin after 5:00 PM CST

3) Contractor Performance Start:

Within 30 days of Contract Award.

SECTION C - CONTRACT CLAUSES

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|--------------------------|---|--------------------|
| 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | NOV 2021 |

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 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | NOV 2021 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 |
| 52.246-4 | INSPECTION OF SERVICES—FIXED-PRICE | AUG 1996 |

C.2 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)

(a) The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The following provisions and clauses that have been checked by the Contracting Officer are incorporated by reference.

☒ 852.203–70, Commercial Advertising.

☐ 852.209–70, Organizational Conflicts of Interest.

☐ 852.211–70, Equipment Operation and Maintenance Manuals.

☐ 852.214–71, Restrictions on Alternate Item(s).

☐ 852.214–72, Alternate Item(s). [Note: this is a fillable clause.]

☐ 852.214–73, Alternate Packaging and Packing.

- ☐ 852.214–74, Marking of Bid Samples.
- ☒ 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.
- ☒ 852.215–71, Evaluation Factor Commitments.
- ☐ 852.216–71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- ☐ 852.216–72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- ☐ 852.216–73, Economic Price Adjustment—State Nursing Home Care for Veterans.
- ☐ 852.216–74, Economic Price Adjustment—Medicaid Labor Rates.
- ☐ 852.216–75, Economic Price Adjustment—Fuel Surcharge.
- ☐ 852.219–9, VA Small Business Subcontracting Plan Minimum Requirements.
- ☐ 852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.
- ☐ 852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.
- ☐ 852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.
- ☐ 852.228–70, Bond Premium Adjustment.
- ☐ 852.228–71, Indemnification and Insurance.
- ☐ 852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.
- ☒ 852.232–72, Electronic Submission of Payment Requests.
- ☐ 852.233–70, Protest Content/Alternative Dispute Resolution.
- ☐ 852.233–71, Alternate Protest Procedure.
- ☐ 852.237–70, Indemnification and Medical Liability Insurance.
- ☐ 852.246–71, Rejected Goods.
- ☐ 852.246–72, Frozen Processed Foods.
- ☐ 852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.
- ☒ 852.270–1, Representatives of Contracting Officers.
- ☐ 852.271–72, Time Spent by Counselee in Counseling Process.
- ☐ 852.271–73, Use and Publication of Counseling Results.
- ☐ 852.271–74, Inspection.
- ☐ 852.271–75, Extension of Contract Period.
- ☐ 852.273–70, Late Offers.

☐ 852.273–71, Alternative Negotiation Techniques.

☐ 852.273–72, Alternative Evaluation.

☐ 852.273–73, Evaluation—Health-Care Resources.

☐ 852.273–74, Award without Exchanges.

(b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:

☐ 852.237–74, Nondiscrimination in Service Delivery.

(End of Clause)

C.3 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns.

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.4 VAAR 852.237-75 KEY PERSONNEL (OCT 2019)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the

requirements of the contract. If the employee of the Contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

C.5 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.6 VHA SUPPLEMENTAL CONTRACT REQUIREMENTS FOR ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS

1. Contractor employees who work in or travel to VHA locations must comply with the following:

- a. Documentation requirements:
 - 1) If fully vaccinated, shall show proof of vaccination.
 - i. **NOTE:** *Acceptable proof of vaccination includes a signed record of immunization from a health care provider or pharmacy, a copy of the COVID-19 Vaccination Record Card (CDC Form MLS-319813_r, published on September 3, 2020), or a copy of medical records documenting the vaccination.*
 - 2) If unvaccinated and granted a medical or religious exception, shall show negative COVID-19 test results dated within three calendar days prior to desired entry date. Test must be approved by the Food and Drug Administration (FDA) for emergency use or full approval. This includes tests available by a doctor's order or an FDA approved over-the-counter test.
 - 3) Documentation cited in this section shall be digitally or physically maintained on each contractor employee while in a VA facility and is subject to inspection prior to entry to VA facilities and after entry for spot inspections by Contracting Officer Representatives (CORs) or other hospital personnel.
 - 4) Documentation will not be collected by the VA; contractors shall, at all times, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.

2. Contractor employees are subject to daily screening for COVID-19 and may be denied entry to VA facilities if they fail to pass screening protocols. As part of the screening process contractors may be asked screening questions found on the [COVID-19 Screening Tool](#). Check regularly for updates.

- a. Contractor employees who work away from VA locations, but who will have direct contact with VA patients shall self-screen utilizing the [COVID-19 Screening Tool](#), in advance, each day that they will have direct patient contact and in accordance with their person or persons who coordinate COVID-19 workplace safety efforts at covered contractor workplaces. Contractors shall, at all times, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.

3. **Contractor must immediately notify their COR or Contracting Officer if contract performance is jeopardized due to contractor employees being denied entry into VA Facilities.**

(End of Addendum to 52.212-4)

C.6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) (JUL 2020) (DEVIATION)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

☐ (1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

☒ (4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109–282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

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

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

☒ (8) 52.209–6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

☒ (12) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-6.

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219–9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (JUN 2020) of 52.219–9.

☐ (v) Alternate IV (SEP 2021) of 52.219–9.

☐ (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of 52.219-13.

☐ (19) 52.219–14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

☒ (22) (i) 52.219–28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219–28.

☐ (23) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

- ☐ (24) 52.219–30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ☐ (26) (26) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (28) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JUL 2020) (DEVIATION) (E.O. 13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (30)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☐ (ii) Alternate I (FEB 1999) of 52.222-26.
- ☐ (31)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-35.
- ☒ (32)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-36.
- ☐ (33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ☐ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

- ☐ (ii) Alternate I (OCT 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (44) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American—Supplies (NOV 2021) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (JUL 2020) (DEVIATION) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate II (JUL 2020) (DEVIATION) of 52.225-3.
- ☐ (iii) Alternate III (JUL 2020) (DEVIATION) of 52.225-3.
- ☐ (50) 52.225–5, Trade Agreements (JUL 2020) (DEVIATION) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).
- ☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

☐ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (60) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (DEVIATION AUG 2020) (31 U.S.C. 3903 and 10 U.S.C. 2307).

☐ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

☐ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

☐ (iii) Alternate II (NOV 2021) of 52.247-64.

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

☒ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

| Employee Class | Monetary Wage-Fringe Benefits |
|--------------------------------|-------------------------------|
| Ground Support Equip. Servicer | WG-7 + FB |

Employee Class, Monetary Wage, and Fringe Benefit information annotated above is being provided for guidance purposes only as Service Contract Act (SCA) requirements should apply to this acquisition. It is the responsibility of the contractor to familiarize themselves with the applicable labor laws, wage rates, and benefit terms and conditions that apply to this solicitation and to a future contract resulting from this solicitation.

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

[X] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

- (vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
 - (viii) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
 - (ix) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
 - (x) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
 - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
 - (xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
 - (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
 - (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
 - (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
 - (xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxi) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Solicitation Questions Request Form.

See attached document: ATTACHMENT 1 HARRISON COUNTY MS WD 15-5147 REV 19 dated 06-27-2022.

See attached document: ATTACHMENT 2 ESCAMBIA COUNTY FL WD 15-4561 REV 21 dated 07-29-2022.

SECTION E - SOLICITATION PROVISIONS

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|-------------------|--|-------------|
| 52.212-1 | INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | NOV 2021 |

INSTRUCTIONS TO OFFERORS GENERAL GUIDANCE

This acquisition is being procured using Simplified Acquisition Procedures under the authority of FAR Part 13. This solicitation is unrestricted and is open to all contractors in any socioeconomic category. The Government intends to solicit this requirement and award a subsequent contract without discussions or negotiations. Therefore, offerors are encouraged to provide their best offer/quote initially because the opportunity to enter into discussions or to provide a better offer/quote at a later time will not be possible. However, if necessary, the government reserves the right to seek clarification and to obtain additional information about offers/quotes that have been submitted from any eligible offeror. FAR Part 52.212-2, Evaluation - Commercial Items (and Addendum to FAR Part 52.212-2) provides specific information as to how the government will evaluate offers submitted in response to this solicitation. Pursuant to FAR subpart 13.106-2, the Government will award a single, Firm-Fixed Price contract to a single, successful offeror/contractor whose offer/quote in response to this solicitation will be most advantageous to the Government. The Government intends to award to the offeror whose offer/quote represents the best value to the government after consideration of all technical and price/non-price factors.

SELECTION PROCESS:

Evaluations will be conducted under the procedures of FAR Part 13. In accordance with FAR 13.106-2(b)(3), offers/quotes will undergo a comparative evaluation to determine which contractor provides the best value to the government in terms of high technical capability and past performance, while also providing a competitive price. In accordance with FAR 13.106-2(b)(4)(i), the Contracting Officer's basis of award decision shall be based upon a comparative evaluation of quotes to achieve an award most advantageous to the Government. Comparative evaluation is the side by side comparison of two or more offers/quotes that are sufficiently similar so as to be comparable and sufficiently unlike so that the offers/quotes may be differentiated from each other on the basis of the value indicators. Offers/quotes will be compared against each other in an impartial and simplified manner based on FAR Part 13. Source selection techniques, as required by FAR Part 15, will not be used because this solicitation is being executed IAW FAR Part 13 only. **See FAR Part 52.212-2 and Addendum to FAR Part 52.212-2 for additional information.** The Government reserves the right to make an award to other than the lowest-cost/lowest priced Offeror or to the Offeror with the highest rating based on a comparative analysis of non-cost/non-price value indicators as outlined in FAR Parts 52.212-1, 52.212-2, and Addendum to FAR Part 52.212-2 if the Contracting Officer determines that to do so would result in the best value to the Government.

INSTRUCTIONS FOR SUBMISSION OF OFFER/QUOTE
(includes close dates and times and other cut off dates for submission)

Quote Submission Guidance: Offers/quotes shall be submitted via e-mail only to C. Robert Oravetz, Contracting Officer, christopher.oravetz@va.gov. Offers/quotes shall be submitted on or before the close date/time as specified in this solicitation. Offers are due no later than **Wednesday, January 25th, 2023, by 1300 hours (1:00 p.m.) Eastern Time**. Any contractor submissions or requests for information received after the closing date and time of this solicitation (for any reason) are late. It is very unlikely that the solicitation close date will be extended so offerors are encouraged to respond on or before the final response date of **Wednesday, January 25th, 2023, by 1300 hours (1:00 p.m.) Eastern Time** with their best offer/quote. It is recommended that offers/quotes be sent utilizing e-mail messages with manageable and allowable file sizes to ensure an effective transmission. Separate or multiple e-mails are allowed just as long as the contractor indicates which/how many e-mails constitute a complete offer/quote. (i.e. E-mail message 1 of 2, E-mail message 2 of 2 etc.). Offers/quotes shall not be sent as zip files and shall be rejected if received in this format. (Zip files are automatically blocked by the VA's email security system thereby preventing such files from being opened, read, and accessed by the contracting administrator). The government will acknowledge receipt of offers/quotes (by e-mail) if received prior to the close date and time of the solicitation. The government's acknowledgement that an offer/quote has been received shall not constitute the acceptability or unacceptability of the offer/quote that has been submitted by the contractor.

Solicitation Questions: Questions about this solicitation will be accepted. Solicitation questions are due **no later than Wednesday, January 18th, 2023, by 1300 hours (1:00 p.m.) Eastern Time**. Questions (to include requests for additional information & clarification) shall be submitted using attachment **Solicitation Questions Request Form** that is attached to this solicitation. Questions shall be submitted via e-mail only to C. Robert Oravetz, Contracting Officer, christopher.oravetz@va.gov. No additional questions or requests for information/clarification shall be accepted after the cutoff date stated herein. Solicitation questions and requests for other information will not be provided telephonically. All questions & answers to contractor solicitation questions will be posted via an amendment to this solicitation through the Contract Opportunities website (i.e. betasam) which includes the contract award notice when posted once an official award determination has been made.

INSTRUCTIONS FOR OFFER PREPARATION AND SUBMISSION
PART I -OVERVIEW AND GENERAL GUIDANCE

Offerors shall submit offers/quotes in three (3) volumes as detailed in this section of the solicitation. All offers/quotes shall conform to the solicitation provisions and be prepared in accordance with this section. Offers/quotes submitted should not simply rephrase or restate the government's requirement but rather shall provide a convincing rationale to address how the contractor intends to meet these requirements in sufficient detail. Simply restating (or copying and pasting directly from) the Statement of Work will not be evaluated favorably by the government. Contractors shall assume the government has no prior knowledge of the contractor, their facilities, or their experience. Therefore, the contractor's offer/quote shall be in sufficient detail (to the extent necessary) that the solicitation criteria, factors, and other requirements contained herein are adequately, appropriately, and completely addressed (which includes providing all required documentation that has been specified

for submittal in this solicitation).

PART II -SPECIFIC INSTRUCTIONS, CONTENT, AND FORMAT REQUIREMENTS

Responses to this solicitation shall be submitted in three volumes as described below.

- Volume 1 (Technical Volume). Volume 1 shall not contain any pricing information and shall clearly be labeled Volume 1 (Technical Volume).
- Volume 2 (Price Volume) shall clearly be labeled Volume 2 (Price Volume) and shall not contain any technical information that should otherwise be contained within Volume 1.
- Volume 3 (Addendum) shall contain contractor administrative data and related supporting documents (only) as specified in this section.

*Each volume shall be written on a stand-alone basis so its contents can be evaluated without cross referencing to another volume.

*Each volume shall be submitted as a separate PDF file and be labeled (or otherwise identified) as Volume 1, Volume 2, and Volume 3 as described herein.

VOLUME 1 – TECHNICAL Volume.

Technical Capability and Past Performance

Offerors shall submit documentation to prove their capability to perform the services described in the Statement of Work. Offerors shall address all aspects of the Statement of Work in sufficient detail to show a complete understanding of the requirement and a well-formed plan to successfully execute services and to complete the required tasks/deliverables contained therein. All requirements specified in the solicitation are mandatory and by responding to this solicitation contractors are affirming that they can perform all work, successfully execute all services, and complete the tasks/deliverables that are specified in the solicitation.

A complete response to this factor shall contain a response to, an acknowledgement of, and/or will otherwise directly address the following items listed below. The bulleted items below define and comprise the overall technical capability of the offeror as defined in this section. The bulleted items below shall not be construed or otherwise be interpreted as being separate subfactors.

- Provide an overview, or “snapshot” of the testing and certification services that your company provides on Line Isolation Module (LIM) Panels or on equipment that is similar/related (Statement of Work Statement, all sections).
- Describe your approach for providing the testing and certification services that are required on the equipment contained within the Statement of Work addressing how work will be performed, how services will be executed, and how tasks will be completed (Statement of Work, all sections with an emphasis on Performance Requirements).
- Identify the key personnel (Certified Technicians) who will be performing work, executing services, and completing required tasks/deliverables. Key personnel and other staff must meet (or otherwise possess) the required knowledge, qualifications, experience, and certifications needed. Adequate and appropriate documentation shall be provided which confirms that these requirements have been met for these personnel. This includes but is not limited to the

submission of resumes, credentials, certifications, education, experience narrative, and other credentials (**Statement of Work, Certified Technicians**)

Past Performance

Offerors shall provide Past Performance information that consists of the following: three (3) but no more than five (5) relevant and recent past performance references for contracts, work, and/or projects that occurred in the public or private sector. (At a minimum, contractors shall provide the name and address of the facility, point of contact name, phone number, e-mail address, and the corresponding dates/time periods so that the recency of this information can be assessed). Relevant past performance is defined as performance that is the same or similar in scope to the services being sought. Recent past performance is defined as performance that is occurring or ended within the last five (5) years. Past performance occurring more than five years from the expected solicitation close date shall be considered not recent. Past performance (positive, favorable, or satisfactory) for unrelated past contracts or for completed projects that significantly differed in scope from the services being sought is not necessarily beneficial to the government for a past performance assessment of contractors. While such information may be helpful to determine the overall trend in the ratings of quality for previous contracts, it is emphasized that offerors will receive the highest rating in this category for favorable, positive past performance that directly pertains to contracts, projects, and/or other work that was both relevant and recent (in terms of the current requirement).

The government may elect (and reserves the right) to do the following:

- Contact references to verify the service provided by the contractor for the reference, the period of performance, the quality of the contractor's performance, and any issues that may have occurred during contract performance.
- Review the performance ratings on file for prior Government projects the offeror has performed.
- Consult past performance databases such as CPARS, EPLS, and/or other databases as appropriate to determine (or to verify) the past performance record of the offeror.

In the case of an offeror without a record of past performance (recent, relevant, non-related, or otherwise) or for whom information on past performance is not available (from any source) the offeror will receive a "neutral," non-rating and will not be evaluated favorably or unfavorably for past performance.

VOLUME 2 – PRICE

Price – Offerors shall follow the following guidance below and include the following items:

a) Offers/quotes shall include a Total Firm Fixed Price for all CLINS listed in Price/Cost Schedule of this solicitation. Prospective contractors shall refer to and complete the Price/Cost Schedule document when quoting and/or when providing their cost data for line items. All respective blocks in the Price Cost Schedule shall be completed (Unit Price, Amount, Subtotals, and Grand Total). Volume 2 – PRICE Volume lists the total proposed price for the base period and all option year periods for each Contract Line Item Number (CLIN). The offeror shall submit pricing information to support the completeness and reasonableness of proposed prices for all performance periods that are indicated in the schedule.

VOLUME 3 - ADDENDUM

1). SF1449 Page 1 – Contractor is required to complete and sign blocks 17a, 17b, & 30 (a thru c) to certify that they accede with the criteria and other requirements of this solicitation.

2). Naming Convention: The following information shall be listed in the contractor's offer in response to this solicitation.

Name

DBA (Doing Business As) (if applicable):

Mailing Address

Phone Number

Unique Entity ID

CAGE Code

Federal Tax ID Number

The following is required for contractors responding to this solicitation: 1). Be actively registered in the System for Award Management (SAM) database with no derogatory or exclusionary information (See <https://sam.gov/content/home>) and meet small the small business size standard requirements as they pertain to this acquisition to be eligible to respond to this solicitation as a small business contractor.

***Using the contractor's Unique Entity ID number the government will query the System for Award Management (SAM) database to ensure these standards are met.

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 |

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 to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: **Comparative Analysis**

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

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

(End of Provision)

E.3-A ADDENDUM TO FAR PART 52.212-2

Technical Factor Evaluation is comprised of the following components as stated in Volume 1 – Technical Volume.

- Provide an overview, or “snapshot” of the testing and certification services that your company provides on Line Isolation Module (LIM) Panels or on equipment that is similar/related (**Statement of Work Statement, all sections**).
- Describe your approach for providing the testing and certification services that are required on the equipment contained within the Statement of Work addressing how work will be performed, how services will be executed, and how tasks will be completed (**Statement of Work, all sections with an emphasis on Performance Requirements**).

- Identify the key personnel (Certified Technicians) who will be performing work, executing services, and completing required tasks/deliverables. Key personnel and other staff must meet (or otherwise possess) the required knowledge, qualifications, experience, and certifications needed. Adequate and appropriate documentation shall be provided which confirms that these requirements have been met for these personnel. This includes but is not limited to the submission of resumes, credentials, certifications, education, experience narrative, and other credentials (**Statement of Work, Certified Technicians**)
- Past Performance

Past Performance will be reviewed to determine if previous work was recent and relevant. Positive, favorable past performance for recent and relevant work will be given a higher rating when compared to past performance ratings for unrelated work. However, a lack of past performance information (from any source) will result in a neutral, non-rating assessment.

Price Factor Evaluation (Volume 2 – Price Volume)

This factor will consider the reasonableness of prices using price analysis techniques. The evaluation will consider price reasonableness based on competitiveness of price offers received in response to this solicitation. In evaluating the contractor's price, the Government's determination will include whether the price reflects a clear understanding of the requirements, is consistent with the information provided in the contractor's offer/quote and is reasonable in comparison with other offers/quotes that have been received in response to the solicitation.

E.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) (JUL 2020) (DEVIATION)

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 part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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 the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(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.

(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 it ☐ is, ☐ is not a small business concern.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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.

(iii) The terms “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

| Line item No. | Country of origin |
|---------------|-------------------|
| | |

[List as necessary]

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

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (JUL 2020) (DEVIATION), 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.

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “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.

Other Foreign End Products:

| Line item No. | Country of origin |
|---------------|-------------------|
| | |

[List as necessary]

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

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. (JUL 2020)*
(DEVIATION) 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. |
|---------------|
| |

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III (JUL 2020)*
(DEVIATION). 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 (JUL 2020) (DEVIATION), 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)

End of Document