

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.
438-23-4-1070-0023

PAGE 1 OF 22

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

36C26323Q0896 07-24-2023

7. FOR SOLICITATION INFORMATION CALL: a. NAME Marie Weathers b. TELEPHONE NO. (No Collect Calls) 605-347-2511 x 16673 8. OFFER DUE DATE/LOCAL TIME 08-09-2023 10AM CDT

9. ISSUED BY Marie Weathers
Department of Veterans Affairs
Network 23 Contracting Office
2501 W. 22nd St.
Sioux Falls SD 57405

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 337127
 HUBZONE SMALL BUSINESS EDWOSB
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO DEPARTMENT OF VETERAN AFFAIRS
Sioux Falls VA Medical Center
2501 W. 22nd St.
Sioux Falls SD 57105

16. ADMINISTERED BY DEPARTMENT OF VETERANS AFFAIRS
NETWORK 23 CONTRACTING OFFICE
2501 W. 22nd St.
Sioux Falls SD 57405

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY DEPARTMENT OF VETERANS AFFAIRS
Tungsten Electronic Invoicing
VA Tungsten Number: AAA544240062
va.registration@tungsten-network.com
Refer to VAAR 852.232-72

PHONE: FAX:

TELEPHONE NO. UEI: EFT:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER SEE ADDENDUM 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Request for quotes for furniture for VA Sioux Falls Prosthetics Clinic. Prosthetic is currently under construction and is projected to be completed on or about December 2023. Furniture to be shipped and installed up completion of construction of prosthetics. Contractor shall aspects of furniture construction and delivery/installation See below Description/Specification/Statement of Work for details. All technical questions must be received by 08/01/2023 10:00 CT by marie.weathers@va.gov FOB destination. All quotes must be received by 08/09/2023</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 438-3630160-1070-820100-3126-010070257 438-23-4-1070-0023 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 (one) 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 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) Melissa Garrett VA-VHA-RPOC-2023-0009 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:

Contractor Name:	
SAM Unique Identity Number:	
DUNS Number:	
Point of Contact:	
Phone Number:	
Email Address:	

b. GOVERNMENT: Contracting Officer **36C263**

Contracting Officer:	Melissa Garrett
Phone Number:	605.336.3230 x7289
Email Address:	melissa.garrett @va.gov

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

- 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
 b. Semi-Annually
 c. Other Upon delivery and installation

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.

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

AMENDMENT NO	DATE

B.2 - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Sioux Falls Health Care System
 2501 W 22nd Street
 Sioux Falls, SD 57105
 Project: Prosthetics Activation Team Room Modular Wall Systems Furniture

Sasha Richardson, Interior Design

Sasha.Richardson@va.gov

605-336-3230 ext. 6669

STATEMENT OF WORK

1.0 GENERAL SCOPE

This requirement includes healthcare furniture and warranty services as required is detailed in **SV4** (including design layout, component requirements for complete modular system to match drawing, assembly & installation) Healthcare Furniture technical requirements per VHA Healthcare Furniture multiple award IDIQ. The Contracting Officer Representative (COR) is Aaron Kompelien.

Sioux Falls VA Health Care System requires the following:

Basis of Design is Herman Miller Ethospace.

Description/Part Number*	Qty
Systems Furniture Project	1
<i>7 persons modular systems furniture to provide private work stations with slider doors including base power and data ganged throughout system</i>	
Design services	1
Installation services	1

The contractor shall provide all design, materials, labor, equipment/tools, transportation to Sioux Falls VA, assembly, installation, and supervision necessary to satisfy the needs of each ordering activity.

2.0 PERFORMANCE REQUIREMENTS

The contractor shall provide and be responsible for the technical assistance, development, and generation for final specifications.

Furniture delivery to the Sioux Falls VA Health Care System (2501 W 22nd Street, Sioux Falls, SD 57105) will be required in acceptable delivery window to be arranged during the installation window of December 4, 2023 – December 22, 2023. Contractor's ability to store products that

arrive early or if job site is not ready for installation is required. Ten days notice prior to installation is required. Elevator access available.

Duty hours will be 8:00 am – 4:00 pm. The Government recognized US holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it is observed on Monday.

The contractor shall:

- a. Coordinate and provide project management of all products, design, order, ship, and deliver, assembly and install new furniture from the manufacturer until final acceptance by Sasha Richardson, Interior Designer.
- b. Only include products specified within the IDIQ.
- c. Prepare and provide as built furniture drawings in PDF and AutoCAD.
- d. Provide maintenance manuals for all products specified.

3.0 SUBMISSION OF QUESTIONS

Questions: All questions must be received by **[date determined by acquisitions]**. All questions submitted for this solicitation must be electronically sent to the following email address: marie.weathers@va.gov. Questions received after the stated date and time, may be addressed at the discretion of the Contracting Officer.

4.0 SUBMISSION OF QUOTATION

Quote Submission: The contractors shall submit complete emailed electronic copy portable document format (.pdf) or Microsoft Excel (.xls) format of:

Volume 1: (technical)

- a. *drawings, (floorplans, isometrics, shop drawings, typicals etc.)*
- b. *complete manufacturer's product specifications*
- c. *Bill of Materials tagged per CLIN/ floorplan department and room etc.*
- d. *project management plan*
- e. *product literature*
- f. *physical finish samples*
- g. *sustainability certification documents*
- h. *complete testing results / certificates*
- i. *warranty*
- j. *Self-certifying statement confirming ability to meet project deadlines*

Volume 2: (pricing)

- a. *price quote with separate line for labor*
- b. *Bill of Materials with subtotals and tagged per CLIN/ floorplan*

Submissions can be sent in multiple emails to avoid computer system email size limitation, to Marie Weathers at marie.weathers@va.gov. Quotes submitted by any other method will not be considered. All proprietary information shall be clearly marked. The use of hyperlinks in quotes is prohibited. **Late quotes will not be accepted for evaluation.** The contractor is responsible for confirming the Government's receipt of the contractor's quote.

5.0 EVALUATION CRITERIA

Task order will be evaluated on:

- a. Bill of Materials with subtotals and tagged per CLIN / floorplan department and room etc.
- b. PDFs of detailed and dimensioned: Plan, 2-D and 3-D drawings of each patient bedside table list to represent exactly what is being included in task order and to determine accuracy.
- c. Cut sheets with product detail for each line item.
- d. Labor/Services appropriate to the scope of work. (no pricing included)
- e. Project staffing plan appropriate to scope of work
- f. Project management plan appropriate to scope of work
- g. Sustainability Certification

6.0 PRODUCT

General

The basis of design is Herman Miller Ethospace modular wall system with power and data access at base. Fabric interior face walls with glass stacker on top. Each work station will require a double duplex receptacle per workstation near the placement of the desk.

All furniture (desk/chair/storage) will be provided by VA.

A. **Frames**

1. Shall be available in a minimum of three nominal widths of 36", 42" and 48".
2. Height: 70"
3. Finish: Sandstone
4. Shall have available End Caps, Connectors, appropriate Wall Anchors and Anti-dislodgement clips.

B. **Tiles**

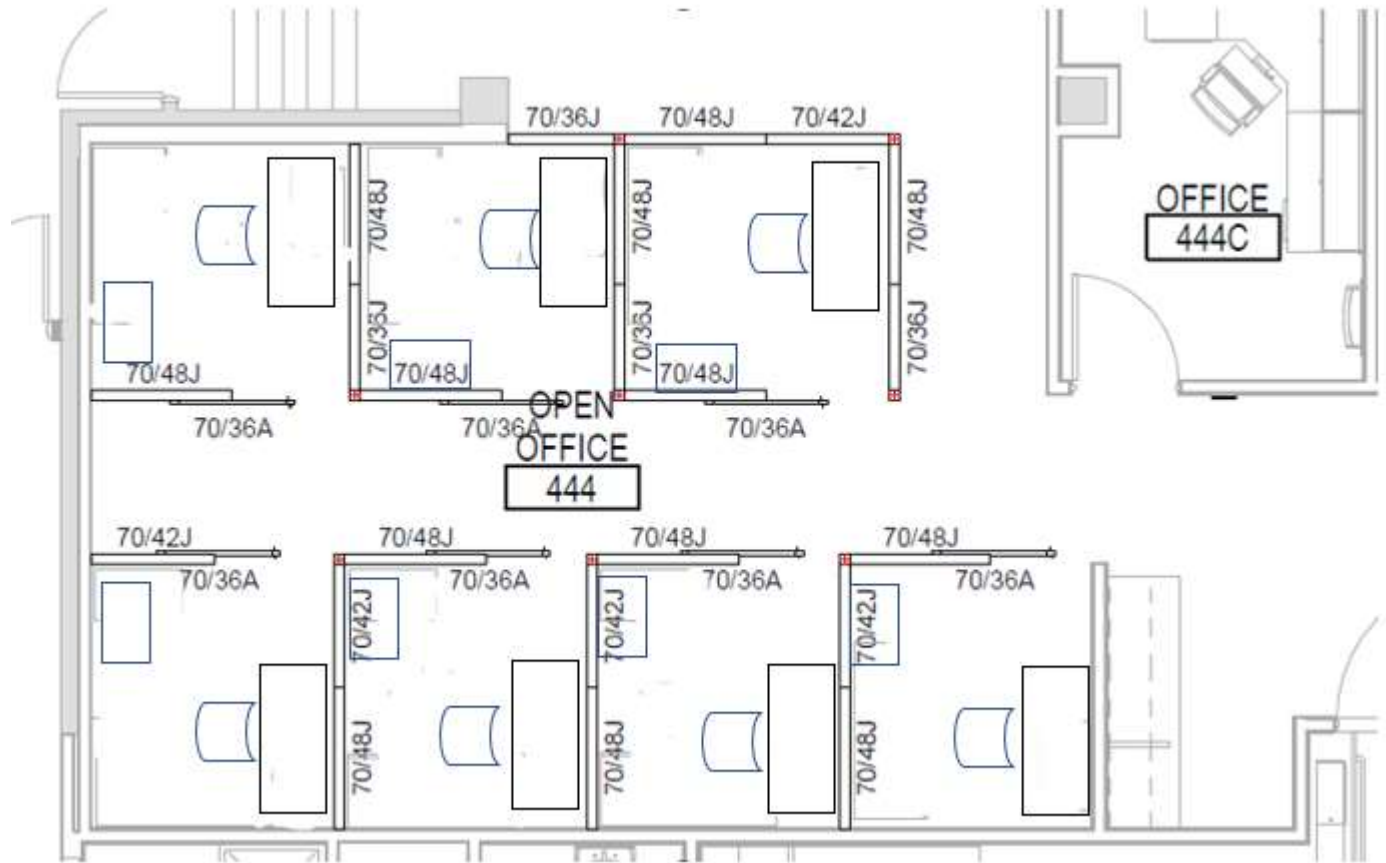
1. **Outside Tile** - Face Tile E1420
 - a. Top: Safety Tempered Glass Window Top – 16" high
 - b. Middle: Walnut on Ash – 24" high
 - c. Bottom: Neutral Twill – 30" high
2. **Inside Tile** – Architectural Cladding, Fabric E1445
 - a. Grass Cloth

C. **Electrical / Data Components**

1. Base of panels shall allow for power and data connectivity throughout systems furniture; connectors, 2-ways, 4-ways,

D. **Slider Doors**

1. Each of the 7 work stations shall have a slider door for privacy.



VA provided furniture in each cubicle:

- 1 pneumatic sit/stand 52"x23" desk w/ flex dual monitor arms (Humanscale Float desk)
- 1 ergonomic task chair, headrest, hard floor casters (Humanscale Freedom chair)
- 1 cupboard-lateral file storage cabinets, 71"hx30"wx18"d
- 1 box/box/file lockable mobile pedestal, 27"hx15"wx24"d

Category: Modular Systems Furniture	
GENERAL REQUIREMENTS FOR ALL MODULAR SYSTEMS	
a.	HPL and Solid Surface top options.

	b. ADA accessible countertop option.
	c. Locks shall be standard. Lock mechanisms must be flush with the front of the cabinet and cannot protrude past the face of the cabinet.
	d. Multiple lock options (Interchangeable in field, master key must be available for facility) All cabinets keyed with one lock number or any combination of key numbers at no extra cost
	e. A Master key shall be provided per job at no extra cost.
	f. All surfaces must be cleanable with hospital grade germicides and bleach solutions without harm to finishes
	g. Available in a variety of top shapes and sizes with coordinating storage components, transaction tops, and panels to support and divide space.
	h. Meet Greenguard or equivalent Certification for low emission of VOC's and indoor air quality for office furnishings.
	i. Manufactured in an ISO9001 certified plant.
	j. System must be available on quick-ship program and lead times ranging from shipment 10 days after receipt to reserved manufacturing time.
	k. The system must anticipate future change and ensure availability for a period of 5 years
	l. All warranty items shall include, labor, traveling, parts, and shipping of items
	m. Warranty: Limited lifetime of materials and workmanship except for 12 years on power components, glides, and panel fabrics with 5 years on lighting ballasts and lighting power supplies.
MSF1	Modular Systems Furniture General Requirements: PANELS
	(frame and tile options)
	<u>Salient Characteristics: To include minimum of the following specifications:</u>
	a. Meet ANSI/BIFMA standards for Standard Panel Systems;
	b. ASTM E84, Class A.
	c. Meet UL Listing requirements.
	d. Structural panels / frames height range from 38" - 84" (+/- 2")
	e. Ability to contain and distribute power and data with UL listed products.
	f. Capability for hard wire into hospital grade power system
	g. Capability for emergency power receptacles and hospital grade receptacles to be installed in modular system base or beltline locations
	h. Panel assemblies shall have a frame of welded of
	i. rectangular, 18 gauge or better cold rolled steel tubing, with welds ground smooth and flush at the joints.
	j. Hanger frames for the vertical frame between panels shall be painted slotted, 14 gauge cold rolled steel or better.
	k. Slots for hanging components shall be at 1" increments.

	l. Panels shall have two 18 gauge steel or better support posts and 2 leveling glides with injection molded, ABS foot on a threaded steel shank.
	m. Glides shall be independently adjustable to a minimum of 1-1/4".
	n. All panels shall include top caps, end trims, and base covers, including change of height trims where needed and be available in matching paint colors.
	o. UL rated panel electrical components shall be available to fully power panels with standard AC 120 volt power at base and worksurface height through base power supplies or power pole supplies at the top channel. Integrated channels to route and distribute data cabling at the base are required as standard and at worksurface height or top channel as an option.
	p. Panel / tile surfaces available in laminate, acoustical fabric, wood veneer, glass or acrylic glazing of clear, frosted, and patterned designs.
	Connectors:
	a. Panel Connections are allowed of various types but shall be of cold drawn steel with a threaded steel sleeve attaching points. All connections are to be metal to metal.
	b. Panel connectors shall be available for straight, two, three and four way 90 degree, 135 degree end of run, T mount, and wall mount connections.
	c. Wall start, connects a panel to an architectural wall, column, or panel of equal height at a 90 degree angle. Wall starts to be of 18 gauge cold rolled steel, with a top and bottom wedge block of cast aluminum.
	d. Wall filler strip to be of medium density fiberboard or flexible rubber type extrusion and allow for field cutting to appropriate length.
MSP2	Panels, Frame and Tile:
	<u>Salient Characteristics: To include minimum of the following specifications:</u>
	a. To meet the characteristics of the above panels with the added feature of allowing individual tiles to comprise the panel covering.
	b. The tiles shall be standard in 12", 24", 36", and 48" heights (+/- 3") as well as full panel height.
	c. Coverings shall be available in fabrics, vinyl, laminate, acrylic (both patterned and frosted), and metals.
	d. Tiles shall have a substrate of fiberboard, metal, or other suitable surface that prevents deformation and cracking of the tile. Unsupported tiles with foam structure only are not acceptable
	e. Attaching fasteners shall require a device that prevents accidental dislodging and prevent users from removing the tiles.
	f. Fully assembled frame and tile system of 2 1/2" min. thickness +/- 1/4" to support worksurfaces; adjustable on 1" increments
	Options:

	a. Optional Acoustical ratings of the panel must feature a Noise Reduction Coefficient of .65-.75 and a Sound Transmission Class of 18-24 depending upon the level of sound performance required.
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All finished surfaces shall be free of scratches, mars, dents, or blemishes, and withstand staining, and exhibit to flaking, cracking, or loss or adhesion.

Furnishings shall have smooth finishes with no hazardous projections, sharp corners, or detail, which can be hazardous and cause personal injury or damage to clothing.

7.0 SERVICES

Service required is detailed in SV4, including design, complete component inventory, product configuration of panel system to include all electrical/data components to furniture, assembly, and installation with VA electricians completing necessary wall power connectors.

Design Contract Tasks/Requirements

Work Required by Others

- a. The contractor shall be responsible for providing all sample materials for awarded product (2-Day Delivery) as requested by VA Interior Designer.
- b. The product must not be placed into production without clearance from the VA Interior Designer.
- c. The contractor shall track manufacturing schedule and notify VA Interior Designer with updates of estimated completion date by email.
- d. The contractor shall arrange delivery, assembly and installation timeline that coordinates with Activation timeline.
- e. Contractor's ability to store products that arrive early or if job site is not ready for installation is required.
- f. The contractor shall follow up with VA Interior Designer at the completion of product delivery to address any damaged and missing product.

The Government maintains the option to modify the normal work week, days and hours, as necessary for the accomplishment of VHA mission.

Work Required by Others

All work required by other trades shall be identified under this section by the Bidder.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	7 person modular systems furniture to provide private work stations with slider door including base power/data ganged throughout system. Basis of design Herman Miller Ethospace. PRINCIPAL NAICS CODE: 337127 - Institutional Furniture Manufacturing PRODUCT/SERVICE CODE: 7195 - Miscellaneous Furniture and Fixtures	1.00	JB		
0002	design services PRINCIPAL NAICS CODE: 337127 - Institutional Furniture Manufacturing PRODUCT/SERVICE CODE: 7195 - Miscellaneous Furniture and Fixtures	1.00	JB		
0003	installation PRINCIPAL NAICS CODE: 337127 - Institutional Furniture Manufacturing PRODUCT/SERVICE CODE: 7195 - Miscellaneous Furniture and Fixtures	1.00	JB		
0004	SLA fee PRINCIPAL NAICS CODE: 337127 - Institutional Furniture Manufacturing PRODUCT/SERVICE CODE: 7195 - Miscellaneous Furniture and Fixtures	1.00	JB		
GRAND TOTAL					

B.4 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	1.00	09/30/2023
SHIP TO: Sioux Falls VA Health Care System 2501 W 22nd St. Sioux Falls, SD 57105		
MARK FOR: Sasha Richardson 605-336-3230 x6669 sasha.richardson@va.gov		

0002	SHIP TO:	Sioux Falls VA Health Care System 2501 W 22nd St. Sioux Falls, SD 57105	1.00	09/30/2023
	MARK FOR:	Sasha Richardson		
0003	SHIP TO:	Sioux Falls VA Health Care System 2501 W 22nd St. Sioux Falls, SD 57105	1.00	09/30/2023
	MARK FOR:	Sasha Richardson 605-336-3230 x6669 sasha.richardson@va.gov		
0004	SHIP TO:	Sioux Falls VA Health Care System 2501 W 22nd St. Sioux Falls, SD 57105	1.00	09/30/2023
	MARK FOR:	Sasha Richardson 605-336-3230 x6669 sasha.richardson@va.gov		

SECTION C - CONTRACT CLAUSES

C.1 FSS RFQ INTRODUCTORY LANGUAGE

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to all Blanket Purchase Agreements (BPA) and task or delivery orders issued under the contract as a result of this RFQ. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the BPA or task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the FSS contract. Any unique terms and conditions of a BPA or order issued under the contract that are not a part of the applicable FSS contract will govern. In the event of an inconsistency between the terms and conditions of a BPA or task/delivery order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

C.2 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

(a) *Definition.* for the Department of Veterans Affairs, “*Service-disabled Veteran-owned small business concern or SDVOSB*”:

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

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

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

(iv) The business has been certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at <https://veterans.certify.sba.gov/>; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) The term “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).

(3) The term “small business concern” has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term “small business concern owned and controlled by Veterans with service-connected disabilities” has the meaning given the term “*small business concern owned and controlled by service-disabled veterans*” under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term “*SDVOSB participant*” or *certified SDVOSB* means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a certified SDVOSB listed in the SBA certification database who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation*. Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

(d) *Agreement/LOS certification*. When awarded a contract action, including orders under multipleaward contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services*. In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified SDVOSBs listed in the SBA certification

database (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products.*

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction.* In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database.

(4) *Special trade construction contractors.* In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not certified SDVOSBs listed in the SBA certification database.

(5) *Subcontracting.* An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work that a first tier SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period.* An SDVOSB shall comply with the limitations on subcontracting as follows:

By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(f) *Joint ventures.* A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the

performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence*. The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

(h) *Misrepresentation*. Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.219-76	VA NOTICE OF LIMITATIONS ON SUBCONTRACTING— CERTIFICATE OF COMPLIANCE FOR SUPPLIES AND PRODUCTS (DEVIATION)	JAN 2023

C.3 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):

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.246-71	REJECTED GOODS	OCT 2018

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

SECTION E - SOLICITATION PROVISIONS

E.1 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)

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.211-6	BRAND NAME OR EQUAL	AUG 1999
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023