

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

1. REQUISITION NO. 626-23-3-4130-0066 PAGE 1 OF 72

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 36C24923Q0572 6. SOLICITATION ISSUE DATE 08-25-2023

7. FOR SOLICITATION INFORMATION CALL: a. NAME Ramona Bonness b. TELEPHONE NO. (No Collect Calls) 615-225-5843 8. OFFER DUE DATE/LOCAL TIME 09-08-2023 11:00 am CDT

9. ISSUED BY CODE 90C  
 Department of Veterans Affairs  
 Network Contracting Office 9 (90C)  
 NCO 9  
 1639 Medical Center Parkway, Suite 400  
 Murfreesboro TN 37129  
 Ramona Bonness; 615-225-5843  
 ramona.bonness@va.gov

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: 337214  
 HUBZONE SMALL BUSINESS  EDWOSB  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) N SIZE STANDARD: 1100 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS NET 30 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 CODE 16. ADMINISTERED BY CODE 90C  
 Department of Veterans Affairs  
 York VAMC  
 BLDG. 6 ROOM 242  
 3400 Lebanon Pike  
 Murfreesboro TN 37129  
 Network Contracting Office 9  
 Department of Veterans Affairs  
 Network Contracting Office (90C)  
 1639 Medical Center Parkway Suite 400  
 Murfreesboro TN 37129

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE 90C  
 FSC e-Invoicing Payment  
<http://www.fsc.va.gov/fsc/einvoice.asp>  
 Invoice Setup Information 1-877-489-6135  
 Invoice must be submitted electronically  
 DO NOT MAIL INVOICES TO NCO 9!  
 PHONE: Setup 1-877-489-6135 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. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This solicitation is conducted in accordance with (IAW) Federal Acquisition Regulation (FAR) 16.505(b)(1)(i)(ii) in support of the Veterans Health Administration (VHA) Health-care Furniture and Support Services IDIQ Region 2.  See Addendum to FAR 52.212-1 and FAR 52.212-2 for details of what is being evaluated and what to submit. RETURN THIS ENTIRE DOCUMENT (Signed) with your proposal!  By signing Offeror agrees that the terms and conditions in this solicitation are acceptable for inclusion in the award document without modification, deletion, or addition.  All questions and quote submissions must be sent in writing to ramona.bonness@va.gov. Questions are due by 8/29/23 at 11:00 a.m. Quotes are due by 9/8/23 at 11:00 am  (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 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 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) Ramona Bonness Contracting Officer 31c. DATE SIGNED

## Table of Contents

<b>SECTION A</b> .....	<b>1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES .....	1
<b>SECTION B - CONTINUATION OF SF 1449 BLOCKS</b> .....	<b>4</b>
B.1 CONTRACT ADMINISTRATION DATA .....	4
B.2 PRICE/COST SCHEDULE.....	5
ITEM INFORMATION .....	5
B.3 DELIVERY SCHEDULE.....	24
<b>SECTION C - CONTRACT CLAUSES</b> .....	<b>30</b>
C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	30
C.2 52.225-1 BUY AMERICAN—SUPPLIES (OCT 2022) .....	30
C.3 52.225-2 BUY AMERICAN CERTIFICATE (OCT 2022).....	33
C.4 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022) .....	34
C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018).....	34
C.6 VAAR 852.208-71 SERVICE-DISABLED VETERAN-OWNED AND VETERAN- OWNED SMALL BUSINESS EVALUATION FACTOR COMMITMENTS-ORDERS AND BPAS (JAN 2023) (DEVIATION) .....	34
C.7 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN- OWNED SMALL BUSINESS EVALUATION FACTORS (JAN 2023) (DEVIATION).....	34
C.8 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (OCT 2019) .....	35
C.9 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION).....	35
C.10 VAAR 852.219-74 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION).....	38
C.11 VAAR 852.219-76 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING— CERTIFICATE OF COMPLIANCE FOR SUPPLIES AND PRODUCTS (JAN 2023) (DEVIATION).....	41
C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018) .....	43
C.13 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020).....	45
C.14 VAAR 852.246-71 REJECTED GOODS (OCT 2018).....	45
C.15 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023).....	45
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</b> .....	<b>54</b>
<b>SECTION E - SOLICITATION PROVISIONS</b> .....	<b>55</b>
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023).....	55
E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .....	59

E.3 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) .....59

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) ..... 62

E.5 52.211-6 BRAND NAME OR EQUAL (AUG 1999) .....63

E.6 52.216-1 TYPE OF CONTRACT (APR 1984).....64

E.7 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (OCT 2020) .64

E.8 VAAR 852.214-72 ALTERNATE ITEM(S) (MAY 2018) .....65

E.9 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008) .....65

E.10 VAAR 852.239-75 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE (FEB 2023).....66

E.11 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) .....66

E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022).....67

## 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: Fill in BUSINESS NAME  
ADDRESS:  
  
POC NAME:  
POC Phone:  
POC Email:

- b. GOVERNMENT: Contracting Officer 36C249 Ramona Bonness  
Department of Veterans Affairs  
Network Contracting Office 9 (90C)  
NCO 9  
1639 Medical Center Parkway, Suite 400  
Murfreesboro TN 37129

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  Following Delivery and Acceptance of items.

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.

**DO NOT MAIL INVOICES TO NCO 9! SEE BLOCK 18a! ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY!!**

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

AMENDMENT NO	DATE

### B.2 PRICE/COST SCHEDULE

#### ITEM INFORMATION

ITEM	DESCRIPTION OF	QUANTIT	UNI	UNIT PRICE	AMOUNT
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NUMBER	SUPPLIES/SERVICES	Y	T		
0001		17.00	EA		
	CAPTURE INLINE PANEL TO PANEL CONNECTION, 90H LOCAL STOCK NUMBER: CILC90				
0002		4.00	EA		
	CAPTURE POWER FEED HARNESS 72", HARDWIRED LOCAL STOCK NUMBER: CPRBFH				
0003		1.00	EA		
	CAPTURE STACKER FRAME, CHARCOAL, 16H X 20W LOCAL STOCK NUMBER: CSFR2016				
0004		1.00	EA		
	CAPTURE STACKER FRAME, CHARCOAL, 8H X 20W LOCAL STOCK NUMBER: CSFR208				
0005		2.00	EA		
	CAPTURE STACKER FRAME, CHARCOAL, 16H X 30W LOCAL STOCK NUMBER: CSFR3016				
0006		2.00	EA		
	CAPTURE STACKER FRAME, CHARCOAL, 8H X 30W LOCAL STOCK NUMBER: CSFR308				
0007		4.00	EA		
	CSFR3616 CAPTURE STACKER FRAME, CHARCOAL, 16H X 36W LOCAL STOCK NUMBER: CSFR3616				
0008		4.00	EA		
	CSFR368 CAPTURE STACKER FRAME, CHARCOAL, 8H X 36W LOCAL STOCK NUMBER: CSFR368				
0009		1.00	EA		
	CSFR4816 CAPTURE STACKER FRAME, CHARCOAL, 16H X 48W LOCAL STOCK NUMBER: CSFR4816				
0010		1.00	EA		
	CSFR488 CAPTURE STACKER FRAME, CHARCOAL, 8H X 48W LOCAL STOCK NUMBER: CSFR488				
0011		1.00	EA		
	CSFR3016 CAPTURE STACKER FRAME, CHARCOAL, 16H X 30W LOCAL STOCK NUMBER: CSFR3016				
0012		1.00	EA		

			CSFR308 CAPTURE STACKER FRAME, CHARCOAL, 8H X 30W LOCAL STOCK NUMBER: CSFR308	
<b>0013</b>	2.00	EA		
			CSFR3616 CAPTURE STACKER FRAME, CHARCOAL, 16H X 36W LOCAL STOCK NUMBER: CSFR3616	
<b>0014</b>	2.00	EA		
			CSFR368 CAPTURE STACKER FRAME, CHARCOAL, 8H X 36W LOCAL STOCK NUMBER: CSFR368	
<b>0015</b>	2.00	EA		
			CSFR4216 CAPTURE STACKER FRAME, CHARCOAL, 16H X 42W LOCAL STOCK NUMBER: CSFR4216	
<b>0016</b>	2.00	EA		
			CSFR428 CAPTURE STACKER FRAME, CHARCOAL, 8H X 42W LOCAL STOCK NUMBER: CSFR428	
<b>0017</b>	1.00	EA		
			CSFR4816 CAPTURE STACKER FRAME, CHARCOAL, 16H X 48W LOCAL STOCK NUMBER: CSFR4816	
<b>0018</b>	1.00	EA		
			CSFR488 CAPTURE STACKER FRAME, CHARCOAL, 8H X 48W LOCAL STOCK NUMBER: CSFR488	
<b>0019</b>	1.00	EA		
			CMT3632 CAPTURE MAGNETIC MARKERBOARD TILE, 36W X 32H LOCAL STOCK NUMBER: CMT3632	
<b>0020</b>	1.00	EA		
			CSFR3616 CAPTURE STACKER FRAME, CHARCOAL, 16H X 36W LOCAL STOCK NUMBER: CSFR3616	
<b>0021</b>	1.00	EA		
			CSFR368 CAPTURE STACKER FRAME, CHARCOAL, 8H X 36W LOCAL STOCK NUMBER: CSFR368	
<b>0022</b>	1.00	EA		
			CMT4232 CAPTURE MAGNETIC MARKERBOARD TILE, 42W X 32H LOCAL STOCK NUMBER: CMT4232	

<b>0023</b>	1.00	EA	_____	_____
CSFR4216 CAPTURE STACKER FRAME, CHARCOAL, 16H X 42W LOCAL STOCK NUMBER: CSFR4216				
<b>0024</b>	1.00	EA	_____	_____
CSFR428 CAPTURE STACKER FRAME, CHARCOAL, 8H X 42W LOCAL STOCK NUMBER: CSFR428				
<b>0025</b>	1.00	EA	_____	_____
CMT4832 CAPTURE MAGNETIC MARKERBOARD TILE, 48W X 32H LOCAL STOCK NUMBER: CMT4832				
<b>0026</b>	1.00	EA	_____	_____
CSFR4816 CAPTURE STACKER FRAME, CHARCOAL, 16H X 48W LOCAL STOCK NUMBER: CSFR4816				
<b>0027</b>	1.00	EA	_____	_____
CSFR488 CAPTURE STACKER FRAME, CHARCOAL, 8H X 48W LOCAL STOCK NUMBER: CSFR488				
<b>0028</b>	5.00	EA	_____	_____
PPC20 POWERPAC CONNECTOR FOR IN-LINE BLK TO BLK 20W LOCAL STOCK NUMBER: PPC20				
<b>0029</b>	1.00	EA	_____	_____
CPVLB CAPTURE PANEL VERTICAL LIGHT BLOCK, 100 FT(30 METERS) LOCAL STOCK NUMBER: CPVLB				
<b>0030</b>	1.00	EA	_____	_____
CPD152 CAPTURE POWER DUPLEX RECEPTACLE, 6/PKG, CIRCUIT II CHARCOAL LOCAL STOCK NUMBER: CPD152				
<b>0031</b>	1.00	EA	_____	_____
CPD154 CAPTURE POWER DUPLEX RECEPTACLE, 6/PKG, CIRCUIT IV CHARCOAL LOCAL STOCK NUMBER: CPD154				
<b>0032</b>	4.00	EA	_____	_____
CPUSBD11 CAPTURE USB DUPLEX RECEPTACLE, CIRCUIT I, QTY 1 CHARCOAL LOCAL STOCK NUMBER: CPUSBD11				
<b>0033</b>	8.00	EA	_____	_____
CAWSR90 CAPTURE ADJUSTABLE WALL STARTER RAIL,				

			90" HIGH SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CAWSR90
<b>0034</b>	2.00	EA	CCC90 CAPTURE STD FRAME, CORNER COVER, 90H SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CCC90
<b>0035</b>	1.00	EA	CFEC90 CAPTURE END OF RUN COVER, 90" HIGH SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CFEC90
<b>0036</b>	1.00	EA	CSWDSCC90 CAPTURE SWING DOOR CORNER COVER, 90H SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CSWDSCC90
<b>0037</b>	2.00	EA	CSWDSTWC90 CAPTURE SWING DOOR 3WAY CORNER COVER, 90H SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CSWDSTWC90
<b>0038</b>	1.00	EA	CTWC90 CAPTURE STD FRAME, 3-WAY COVER, 90H SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CTWC90
<b>0039</b>	1.00	EA	C8FR2066.S.BB CAPTURE FRAME, 8-WIRE SYSTEM, 20W X 66H STD BASE-STD BELT,BLANK-BLANK SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: C8FR2066.S.BB
<b>0040</b>	1.00	EA	CTC20 CAPTURE TOP CAP 20 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CTC20
<b>0041</b>	2.00	EA	C8FR3066.S.BB CAPTURE FRAME, 8-WIRE SYSTEM, 30W X 66H STD BASE-STD BELT,BLANK-BLANK SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: C8FR3066.S.BB
<b>0042</b>	2.00	EA	CTC30 CAPTURE TOP CAP 30 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CTC30
<b>0043</b>	4.00	EA	C8FR3666.S.BB CAPTURE FRAME, 8-WIRE SYSTEM, 36W X 66H STD BASE-STD BELT,BLANK-BLANK SMOOTH TRIM



			C8FR4866.P1.CB CAPTURE FRAME, 8-WIRE SYSTEM, 48W X 66H PWR BASE-STD BELT,COVER-BLANK 1 \$ 203.21 \$ 203.21 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: C8FR4866.P1.CB		
<b>0054</b>	1.00	EA			
			CTC48 CAPTURE TOP CAP 48 1 \$ 14.15 \$ 14.15 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CTC48		
<b>0055</b>	2.00	EA			
			C8FR3066.S.BB CAPTURE FRAME, 8-WIRE SYSTEM, 30W X 66H STD BASE-STD BELT,BLANK-BLANK 2 \$ 122.48 \$ 244.96 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: C8FR3066.S.BB		
<b>0056</b>	2.00	EA			
			CTC30 CAPTURE TOP CAP 30 2 \$ 10.70 \$ 21.40 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CTC30		
<b>0057</b>	6.00	EA			
			C8FR3666.S.BB CAPTURE FRAME, 8-WIRE SYSTEM, 36W X 66H STD BASE-STD BELT,BLANK-BLANK 6 \$ 130.76 \$ 784.56 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: C8FR3666.S.BB		
<b>0058</b>	6.00	EA			
			CTC36 CAPTURE TOP CAP 36 6 \$ 11.39 \$ 68.34 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CTC36		
<b>0059</b>	3.00	EA			
			C8FR4266.S.BB CAPTURE FRAME, 8-WIRE SYSTEM, 42W X 66H STD BASE-STD BELT,BLANK-BLANK 3 \$ 136.28 \$ 408.84 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: C8FR4266.S.BB		
<b>0060</b>	3.00	EA			
			CTC42 CAPTURE TOP CAP 42 3 \$ 13.11 \$ 39.33 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CTC42		
<b>0061</b>	1.00	EA			
			C8FR4866.S.BB CAPTURE FRAME, 8-WIRE SYSTEM, 48W X 66H STD BASE-STD BELT,BLANK-BLANK 1 \$ 144.56 \$ 144.56 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: C8FR4866.S.BB		
<b>0062</b>	1.00	EA			
			CTC48 CAPTURE TOP CAP 48 1 \$ 14.15 \$ 14.15 .T1		

			SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CTC48
<b>0063</b>	1.00	EA	C8FR3666.P1.CB CAPTURE FRAME, 8-WIRE SYSTEM, 36W X 66H PWR BASE-STD BELT,COVER-BLANK 1 \$ 189.41 \$ 189.41 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: C8FR3666.P1.CB
<b>0064</b>	1.00	EA	CTC36 CAPTURE TOP CAP 36 1 \$ 11.39 \$ 11.39 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CTC36
<b>0065</b>	1.00	EA	C8FR4266.P1.CB CAPTURE FRAME, 8-WIRE SYSTEM, 42W X 66H PWR BASE-STD BELT,COVER-BLANK 1 \$ 194.93 \$ 194.93 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: C8FR4266.P1.CB
<b>0066</b>	1.00	EA	CTC42 CAPTURE TOP CAP 42 1 \$ 13.11 \$ 13.11 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CTC42
<b>0067</b>	1.00	EA	C8FR4866.P1.CB CAPTURE FRAME, 8-WIRE SYSTEM, 48W X 66H PWR BASE-STD BELT,COVER-BLANK 1 \$ 203.21 \$ 203.21 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: C8FR4866.P1.CB
<b>0068</b>	1.00	EA	CTC48 CAPTURE TOP CAP 48 1 \$ 14.15 \$ 14.15 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CTC48
<b>0069</b>	5.00	EA	CTC42 CAPTURE TOP CAP 42 5 \$ 13.11 \$ 65.55 .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CTC42
<b>0070</b>	2.00	EA	CLT2028 CAPTURE THERMOFUSED LAMINATE TILE, 20W X 28H 2 \$ 64.17 \$ 128.34 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT2028
<b>0071</b>	2.00	EA	CTT2032 CAPTURE FABRIC TACKABLE TILE, 20W X 32H 2

	\$ 37.61 \$ 75.22 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT2032		
<b>0072</b>	2.00 EA		
	CTT2024 CAPTURE FABRIC TACKABLE TILE, 20W X 24H 2 \$ 32.43 \$ 64.86 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT2024		
<b>0073</b>	4.00 EA		
	TRW CLT3028 CAPTURE THERMOFUSED LAMINATE TILE, 30W X 28H 4 \$ 70.73 \$ 282.92 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT3028		
<b>0074</b>	4.00 EA		
	CTT3032 CAPTURE FABRIC TACKABLE TILE, 30W X 32H 4 \$ 47.96 \$ 191.84 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT3032		
<b>0075</b>	4.00 EA		
	CTT3024 CAPTURE FABRIC TACKABLE TILE, 30W X 24H 4 \$ 38.99 \$ 155.96 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT3024		
<b>0076</b>	8.00 EA		
	CLT3628 CAPTURE THERMOFUSED LAMINATE TILE, 36W X 28H 8 \$ 103.50 \$ 828.00 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT3628		
<b>0077</b>	8.00 EA		
	CTT3632 CAPTURE FABRIC TACKABLE TILE, 36W X 32H 8 \$ 54.86 \$ 438.88 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT3632		
<b>0078</b>	8.00 EA		
	CTT3624 CAPTURE FABRIC TACKABLE TILE, 36W X 24H 8 \$ 45.54 \$ 364.32 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT3624		
<b>0079</b>	2.00 EA		
	CLT4828 CAPTURE THERMOFUSED LAMINATE TILE, 48W X 28H 2 \$ 109.37 \$ 218.74 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL		

LOCAL STOCK NUMBER: CLT4828	
<b>0080</b>	2.00 EA _____
CTT4832 CAPTURE FABRIC TACKABLE TILE, 48W X 32H 2 \$ 63.48 \$ 126.96 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT4832	
<b>0081</b>	2.00 EA _____
CTT4824 CAPTURE FABRIC TACKABLE TILE, 48W X 24H 2 \$ 53.48 \$ 106.96 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT4824	
<b>0082</b>	2.00 EA _____
CLT3028 CAPTURE THERMOFUSED LAMINATE TILE, 30W X 28H 2 \$ 70.73 \$ 141.46 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT3028	
<b>0083</b>	2.00 EA _____
CTT3032 CAPTURE FABRIC TACKABLE TILE, 30W X 32H 2 \$ 47.96 \$ 95.92 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT3032	
<b>0084</b>	2.00 EA _____
CTT3024 CAPTURE FABRIC TACKABLE TILE, 30W X 24H 2 \$ 38.99 \$ 77.98 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT3024	
<b>0085</b>	4.00 EA _____
CLT3628 CAPTURE THERMOFUSED LAMINATE TILE, 36W X 28H 4 \$ 103.50 \$ 414.00 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT3628	
<b>0086</b>	4.00 EA _____
CTT3632 CAPTURE FABRIC TACKABLE TILE, 36W X 32H 4 \$ 54.86 \$ 219.44 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT3632	
<b>0087</b>	4.00 EA _____
CTT3624 CAPTURE FABRIC TACKABLE TILE, 36W X 24H 4 \$ 45.54 \$ 182.16 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT3624	
<b>0088</b>	4.00 EA _____

	CLT4228 CAPTURE THERMOFUSED LAMINATE TILE, 42W X 28H 4 \$ 106.95 \$ 427.80 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT4228		
<b>0089</b>	4.00 EA		
	CTT4232 CAPTURE FABRIC TACKABLE TILE, 42W X 32H 4 \$ 57.62 \$ 230.48 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT4232		
<b>0090</b>	4.00 EA		
	CTT4224 CAPTURE FABRIC TACKABLE TILE, 42W X 24H 4 \$ 48.99 \$ 195.96 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT4224		
<b>0091</b>	2.00 EA		
	CLT4828 CAPTURE THERMOFUSED LAMINATE TILE, 48W X 28H 2 \$ 109.37 \$ 218.74 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT4828		
<b>0092</b>	2.00 EA		
	CTT4832 CAPTURE FABRIC TACKABLE TILE, 48W X 32H 2 \$ 63.48 \$ 126.96 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT4832		
<b>0093</b>	2.00 EA		
	CTT4824 CAPTURE FABRIC TACKABLE TILE, 48W X 24H 2 \$ 53.48 \$ 106.96 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT4824		
<b>0094</b>	4.00 EA		
	CLT3028 CAPTURE THERMOFUSED LAMINATE TILE, 30W X 28H 4 \$ 70.73 \$ 282.92 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT3028		
<b>0095</b>	4.00 EA		
	CTT3032 CAPTURE FABRIC TACKABLE TILE, 30W X 32H 4 \$ 47.96 \$ 191.84 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT3032		
<b>0096</b>	2.00 EA		
	CGSFR3024 CAPTURE GLASS STACKER FRAME, 30W X 24H 2 \$ 179.06 \$ 358.12 .016 PLEXIGLASS CLEAR .T1		

	SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CGSFR3024		
<b>0097</b>	12.00 EA		
	CLT3628 CAPTURE THERMOFUSED LAMINATE TILE, 36W X 28H 12 \$ 103.50 \$ 1,242.00 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT3628		
<b>0098</b>	12.00 EA		
	CTT3632 CAPTURE FABRIC TACKABLE TILE, 36W X 32H 12 \$ 54.86 \$ 658.32 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT3632		
<b>0099</b>	6.00 EA		
	CGSFR3624 CAPTURE GLASS STACKER FRAME, 36W X 24H 6 \$ 191.48 \$ 1,148.88 .016 PLEXIGLASS CLEAR .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CGSFR3624		
<b>0100</b>	6.00 EA		
	CLT4228 CAPTURE THERMOFUSED LAMINATE TILE, 42W X 28H 6 \$ 106.95 \$ 641.70 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT4228		
<b>0101</b>	6.00 EA		
	CTT4232 CAPTURE FABRIC TACKABLE TILE, 42W X 32H 6 \$ 57.62 \$ 345.72 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT4232		
<b>0102</b>	3.00 EA		
	CGSFR4224 CAPTURE GLASS STACKER FRAME, 42W X 24H 3 \$ 204.93 \$ 614.79 .016 PLEXIGLASS CLEAR .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CGSFR4224		
<b>0103</b>	2.00 EA		
	CLT4828 CAPTURE THERMOFUSED LAMINATE TILE, 48W X 28H 2 \$ 109.37 \$ 218.74 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT4828		
<b>0104</b>	2.00 EA		
	CTT4832 CAPTURE FABRIC TACKABLE TILE, 48W X 32H 2 \$ 63.48 \$ 126.96 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT4832		

<b>0105</b>	1.00	EA		
CGSFR4824 CAPTURE GLASS STACKER FRAME, 48W X 24H 1 \$ 221.84 \$ 221.84 .016 PLEXIGLASS CLEAR .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CGSFR4824				
<b>0106</b>	2.00	EA		
CLT3628 CAPTURE THERMOFUSED LAMINATE TILE, 36W X 28H 2 \$ 103.50 \$ 207.00 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT3628				
<b>0107</b>	1.00	EA		
CTT3632 CAPTURE FABRIC TACKABLE TILE, 36W X 32H 1 \$ 54.86 \$ 54.86 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT3632				
<b>0108</b>	2.00	EA		
CTT3624 CAPTURE FABRIC TACKABLE TILE, 36W X 24H 2 \$ 45.54 \$ 91.08 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT3624				
<b>0109</b>	2.00	EA		
CLT4228 CAPTURE THERMOFUSED LAMINATE TILE, 42W X 28H 2 \$ 106.95 \$ 213.90 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT4228				
<b>0110</b>	1.00	EA		
CTT4232 CAPTURE FABRIC TACKABLE TILE, 42W X 32H 1 \$ 57.62 \$ 57.62 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT4232				
<b>0111</b>	2.00	EA		
CTT4224 CAPTURE FABRIC TACKABLE TILE, 42W X 24H 2 \$ 48.99 \$ 97.98 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT4224				
<b>0112</b>	2.00	EA		
CLT4828 CAPTURE THERMOFUSED LAMINATE TILE, 48W X 28H 2 \$ 109.37 \$ 218.74 .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 TILE GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL LOCAL STOCK NUMBER: CLT4828				
<b>0113</b>	1.00	EA		

			CTT4832 CAPTURE FABRIC TACKABLE TILE, 48W X 32H 1 \$ 63.48 \$ 63.48 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT4832		
<b>0114</b>	2.00	EA			
			CTT4824 CAPTURE FABRIC TACKABLE TILE, 48W X 24H 2 \$ 53.48 \$ 106.96 .3 GRADE 3 PANEL FABRICS .G3B GRD 3 MOMENTUM GLINT .KG5 COLUMN (Standard) LOCAL STOCK NUMBER: CTT4824		
<b>0115</b>	5.00	EA			
			CSWDS42.FL.RH CAPTURE 42w x 90h 36" OPENING, SWING DOOR SECTION, FULL LITE DOOR, RH SWING 5 \$ 2,005.83 \$ 10,029.15 .01 PLEXIGLASS CLEAR .L HIGH PRESSURE LAMINATES (edge will match trim color) .GR1L GR1L LAMINATES .1 LAMINATES W/MATCHING VINYL EDGE .583 CHARCOAL .LN S10D ADA PASSAGE .T1 SMOOTH TRIM COLORS .K CHARCOAL LOCAL STOCK NUMBER: CSWDS42.FL.RH		
<b>0116</b>	1.00	EA			
			CC2DD60.LD CAPTURE CREDENZA W/ LAM LCK DRS, 2 DBL DR, 20"D X 60"W 1 \$ 1,013.27 \$ 1,013.27 .E STREAMLINE APPLIED PULL .2 GR2L HIGHEST GRADE THERMOFUSED LAMINATE .2 UNIT GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL .2 TOP GR2L WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL .2 GR2L WOODGRAIN VINYL EDGE COLORS .XY2 PHANTOM CHARCOAL .2 DOOR GRD 2 WOOD GRAIN THERMOFUSED LAMINATES .XY2 PHANTOM CHARCOAL .T1 SMOOTH TRIM COLORS .K CHARCOAL .NL NO LOCK LOCAL STOCK NUMBER: CC2DD60.LD		
<b>0117</b>	1.00	LT			
			Receiving, Delivery, Assembly & Installation per drawing plan. LOCAL STOCK NUMBER: ins		
<b>0118</b>	1.00	LT			
			IDIQ SLA FEE LOCAL STOCK NUMBER: SLA		
<b>0119</b>	1.00	LT			
			Relocate Existing product to VA Storage on-site and / or Discard off-site per VA Interior Designer directions. LOCAL STOCK NUMBER: dis		
<b>0120</b>	1.00	LT			
			IDIQ PROJECT MANAGEMENT FEE LOCAL STOCK NUMBER: PM		
			<b>GRAND TOTAL</b>		

**B.3 DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	DELIVERY DATE
<b>ALL</b>	ALL	90 DAYS ARO Sooner if Possible

## 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	DEC 2022
	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> (FAR) AND  
<http://www.va.gov/oal/library/vaar/index.asp> (VAAR)

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023

### C.2 52.225-1 BUY AMERICAN—SUPPLIES (OCT 2022)

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

*Commercially available off-the-shelf (COTS) item*—(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

*Component* means an article, material, or supply incorporated directly into an end product.

*Cost of components* means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

*Domestic end product* means—

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both—

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of “cost of components”.

*End product* means those articles, materials, and supplies to be acquired under the contract for public use.

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

*Foreign end product* means an end product other than a domestic end product.

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

*United States* means the 50 States, the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see 12.505(a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

Alternate I (OCT 2022). As prescribed in 25.1101(a)(1)(ii) substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of "domestic end product" in paragraph (a): (A) The cost of its components mined, produced, or manufactured in the United States exceeds \_\_\_ percent of the cost of all its components. [*Contracting officer to insert the percentage.*]

(End of Clause)

### C.3 52.225-2 BUY AMERICAN CERTIFICATE (OCT 2022)

(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

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

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

(4) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” and “foreign end product” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(b) Foreign End Products:

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

*[List as necessary]*

(c) Domestic end products containing a critical component:

Line item No.

*[List as necessary]*

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of Provision)

### C.4 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under

this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation letter shall be furnished to the Contractor.

(End of Clause)

### **C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)**

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

(End of Clause)

### **C.6 VAAR 852.208-71 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTOR COMMITMENTS-ORDERS AND BPAS (JAN 2023) (DEVIATION)**

(a) The Contractor agrees, if selected on the basis of having certified service-disabled veteran-owned small business (SDVOSB) or veteran-owned small business (VOSB) status (see 13 CFR 128), to comply with the eligibility requirements in subpart 819.70, including the limitation on subcontracting requirements at 13 CFR 125.6.

(b) The Contractor agrees, if selected for award on the basis of teaming/subcontracting in accordance with 852.208–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors—Orders and BPAs, to use the evaluated firm(s) as proposed or if approved by contracting officer to substitute one or more certified SDVOSB/VOSB listed in the SBA certification database for work of the same or similar value.

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

(End of Clause)

### **C.7 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JAN 2023) (DEVIATION)**

(a) In an effort to achieve socioeconomic small business goals, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business certification status and their proposed use of eligible certified service-disabled veteran-owned small businesses (SDVOSBs) and certified veteran-owned small businesses (VOSBs) as subcontractors.

(b) Eligible and certified service-disabled veteran-owned small businesses offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the certified Service-Disabled Veteran-Owned and Veteran-Owned Small Business Status evaluation factor. To receive credit, an offeror must be listed at the time of submission of offers

and at time of award, as a certified SDVOSB/VOSB in the SBA certification database on the SBA Veteran Small Business Certification Program portal at <https://veterans.certify.sba.gov/> (see 13 CFR 128) and be otherwise eligible in accordance with SBA size standards for the acquisition and limitations on subcontracting requirements set forth in SBA regulations (see 13 CFR 121, 125 and 128.).

(c) Non-Veteran offerors proposing to use certified SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the certified SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be listed at the time of submission of offers and at time of award, as a certified SDVOSB/VOSB in the SBA certification database.

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

(End of Clause)

## **C.8 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (OCT 2019)**

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

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

(End of Clause)

## **C.9 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 multiple-award 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)

## **C.10 VAAR 852.219-74 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)**

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more Veteran(s);

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

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

(iv) The business has been verified for ownership and control pursuant to 38 U.S.C. 8127 and 13 CFR 128, and is certified and listed 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 and government contracting, and the Veterans Small Business Certification Program at 13 CFR parts 121, 125, and 128.

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

(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*” has the meaning given that term under section 3(q)(3) of the Small Business Act (15 U.S.C. 632(q)(3)), except that for a VA contract the firm must be certified and listed in the SBA certification database.

(5) The term “*VOSB participant*” or *certified VOSB* means a small business that has been certified as eligible to participate in the Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102). It includes certified service-disabled veteran-owned small businesses (SDVOSBs).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of a VOSB 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 certified and listed as a VOSB or SDVOSB participant in the certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified VOSBs or 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 only to a certified VOSB who is eligible at the time of submission of offer(s) and at 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 a VOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation*. Pursuant to 38 U.S.C. 8127(e), only certified VOSBs 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 VOSB 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 multiple-award contracts, a VOSB agrees that in the performance of the contract, the VOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR parts 121 and 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 125.6. For the purpose of the limitations on subcontracting, only certified VOSBs 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 and/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 VOSB 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 VOSBs 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 VOSB 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 VOSBs 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 VOSB 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 VOSB 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 VOSBs 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 VOSBs listed in the SBA certification database.

(5) *Subcontracting*. A VOSB must meet the NAICS size standard assigned by the prime contractor and be listed in the SBA certification database to count as similarly situated. Any work that a first tier VOSB 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*. A VOSB 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 a VOSB 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 802.10, 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 VOSB 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)

## **C.11 VAAR 852.219-76 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SUPPLIES AND PRODUCTS (JAN 2023) (DEVIATION)**

(a) Pursuant to 38 U.S.C. 8127(l)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i)  In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(ii)  In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) is granted. The offeror understands that, as provided in 13 CFR 121.406(b)(7), such a waiver has no effect on requirements external to the Small Business Act, such as the Buy American Act or the Trade Agreements Act.

(2) Manufacturer or nonmanufacturer representation and certification. [Offeror fill in—check each applicable box below. The offeror must select the applicable provision below, identifying itself as either a manufacturer or nonmanufacturer]:

(i)  *Manufacturer or producer.* The offeror certifies that it is the manufacturer or producer of the end item being procured, and the end item is manufactured or produced in the United States, in accordance with paragraph (a)(1)(i).

(ii)  *Nonmanufacturer.* The offeror certifies that it qualifies as a nonmanufacturer in accordance with the requirements of 13 CFR 121.406(b) and paragraph (a)(1)(ii). The offeror further certifies it meets each element below as required in order to qualify as a nonmanufacturer.

The offeror certifies that it does not exceed 500 employees (or 150 employees for the Information Technology Value Added Reseller exception to NAICS code 541519, which is found at 13 CFR 121.201, footnote 18).

The offeror certifies that it is primarily engaged in the retail or wholesale trade and normally sells the type of item being supplied.

The offeror certifies that it will take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice.

(iii)  The offeror certifies that it will supply the end item of a small business manufacturer, processor, or producer made in the United States, unless a waiver as provided in 13 CFR 121.406(b)(5) has been issued by SBA. [Contracting Officer fill-in or removal (see 13 CFR 121.1205). This requirement must be included for a single end item. However, if SBA has issued an applicable waiver of the nonmanufacturer rule for the end item, this requirement must be removed in the final solicitation or contract.] or [Contracting officer tailor clause to remove one or other block under subparagraph (iii).]

If this is a multiple item acquisition, the offeror certifies that at least 50% of the estimated contract value is composed of items that are manufactured by small business concerns. [Contracting Officer fill-in or removal. See 13 CFR 121.406(d) for multiple end items. If SBA has issued an applicable nonmanufacturer rule waiver, this requirement must be removed in the final solicitation or contract.]

(3) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(4) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating 18 U.S.C. 1001.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review

to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract or to determine whether the offeror qualifies as a manufacturer or nonmanufacturer in compliance with the limitations on subcontracting requirement. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

#### Certification

I hereby certify that if awarded the contract, [insert name of offeror] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Printed Name of Signee: \_\_\_\_\_

Printed Title of Signee: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name and Address: \_\_\_\_\_

(End of Clause)

## C.12 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in

paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) *Invoice payment* has the meaning given in FAR 32.001; and

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests*. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission*. A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

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

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

### **C.13 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.14 VAAR 852.246-71 REJECTED GOODS (OCT 2018)**

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

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

(End of Clause)

**FAR**  
**Number**

**Title**

**Date**

END OF ADDENDUM TO 52.212-4

#### **C.15 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023)**

(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) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 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. 4655).

□ (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) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

□ (9) 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).

□ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

□ (11) [Reserved]

□ (12) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

□ (13) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

□ (14) [Reserved]

□ (15)(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.

- (16)(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.
- (17) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
- (18)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (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.
- (19)(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.
- (20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- (21) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- (23) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- (25) 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 (OCT 2022) (15 U.S.C. 637(m)).
- (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (27) (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (31)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

- (ii) Alternate I (FEB 1999) of 52.222-26.
- (32)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ii) Alternate I (JUL 2014) of 52.222-35.
- (33)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (ii) Alternate I (JUL 2014) of 52.222-36.
- (34) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (36)(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).
- (37) 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.)
- (38)(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.)
- (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (41)(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.
- (42)(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.
- (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- (44)(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.
- (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- (46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (47) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (48)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (49)(i) 52.225-1, Buy American—Supplies (OCT 2022) (41 U.S.C. chapter 83).
- (ii) Alternate I (OCT 2022) of 52.225-1.
- (50)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (DEC 2022) (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), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I [Reserved].
- (iii) Alternate II (DEC 2022) of 52.225-3.
- (iv) Alternate III (JAN 2021) of 52.225-3.
- (v) Alternate IV (OCT 2022) of 52.225-3.
- (51) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (52) 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).
- (53) 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. Subtitle A, Part V, Subpart G Note).
- (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- (57) 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. 3805).

(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

(59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

(60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(64)(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).

(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).

(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) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

(vi) 52.219–8, Utilization of Small Business Concerns (OCT 2022) (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.

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

(viii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ix) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(x) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xi) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 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.

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

(xiv)(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).

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

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

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 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. Subtitle A, Part V, Subpart G Note).

(xxii) 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.

(xxiii) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232–40.

(xxiv) 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: Atch 1 - 36C24923Q0572 LineItems.

See attached document: Atch 2- SOW\_ACY\_Engineering\_Trendway Panels B6 242.

See attached document: Atch 3 - SP-402-JA22D VA MURFREESBORO ENGINEERING B6-2D LAYOUT.

See attached document: Atch 4 -Trendway Rendering 001.

See attached document: Atch 5 Trendway Rendering 002.

See attached document: Atch 6 Trendway Rendering 003.

See attached document: Atch 7Trendway Rendering 004.

See attached document: Atch 8-BILL OF MATERIAL FOR SYSTEM FURNITURE FOR YORK B6 242\_ (002).

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(k) [Reserved]

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

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

## INSTRUCTIONS FOR THE PREPARATION OF QUOTE

Offeror shall provide the following to the Contracting Officer prior to the closing date of the RFQ:

1. A Completed Price Schedule (to include pricing for all line items), located in Section B.1 of this RFQ. All fill ins must be completed **and this ENTIRE solicitation document returned with your quote** (BAA certification included!).
2. SAM Unique Entity ID (UEI) Number.
3. DUNS Number and CAGE code.
4. IDIQ Contract Number.
5. Actual Anticipated Delivery date(s) for all line items on the Solicitation document Delivery Schedule **and on Attachment 1 line items.**
6. Completion of highlighted columns in Attachment 1 Line Items Spreadsheet. Line Item Spreadsheet columns and rows **shall not** be altered/deleted in any way except to enter in the highlighted information being requested. **YOU MAY ADD "SUB Brand name XYZ & Description" in the description of the item requested if necessary.** PLEASE INDICATE BY BOLD TEXT. **This MUST BE RETURNED WITH YOUR QUOTE!**
7. **ANY OPEN MARKET ITEMS LISTED ON THE RFQ CAN BE SUBSTITUTED WITH LIKE (EQUAL) ITEMS FROM THE IDIQ CONTRACT APPROVED ITEMS!! NOTE THE SUBSTITUTION IN THE DESCRIPTION ON ALL DOCUMENTS FOR CONSISTENCY AND ACCURACY!**
8. If supplied the sales quote shall match the above documents in description, part number, price and quantities.

Failure to provide all items and information listed above may result in your quote being rejected. Quotes and questions shall be emailed to the Contracting Officer at [ramona.bonness@va.gov](mailto:ramona.bonness@va.gov).

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

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

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

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

<http://www.acquisition.gov/far/index.html> (FAR) AND  
<http://www.va.gov/oal/library/vaar/index.asp> (VAAR)

(End of Provision)

<b><u>FAR</u> <u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020

## **E.3 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.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

## **E.5 52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

## **E.6 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a contract resulting from this solicitation.

(End of Provision)

## **E.7 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (OCT 2020)**

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the Offeror's performance of work under the contract may provide the Contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The Offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The Offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The Offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the Contracting Officer, the Contracting Officer may determine that an organizational conflict of interest exists which would warrant disqualifying the Contractor for award of the contract unless the organizational conflict of interest can be mitigated to the Contracting Officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the Contracting Officer finds that it is in the best interest of the United States to award the contract, the Contracting Officer shall request a waiver in accordance with FAR 9.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of Provision)

## E.8 VAAR 852.214-72 ALTERNATE ITEM(S) (MAY 2018)

Bids on brand name items will be given equal consideration along with bids on IDIQ similar items that meet the specifications and any such bids received may be accepted if to the advantage of the Government. Tie bids will be decided in favor of N/A.

(End of Provision)

## E.9 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

## E.10 VAAR 852.239-75 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE (FEB 2023)

(a) Any offeror responding to this solicitation must comply with established VA Information and Communication Technology (ICT) (formerly Electronic and Information (EIT)) accessibility standards. Information about Section 508 is available at <http://www.section508.va.gov/>.

(b) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 852.239–75, Information and Communication Technology Accessibility. In order to facilitate the Government’s determination whether proposed ICT supplies meet applicable Section 508 accessibility standards, offerors must submit appropriate VA Section 508 Checklists, in accordance with the checklist completion instructions. The purpose of the checklists is to assist VA acquisition and program officials in determining whether proposed ICT supplies, or information, documentation and services conform to applicable Section 508 accessibility standards. The checklists allow offerors or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues.

(c) Respondents to this solicitation must identify any exception to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards,

remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
	END OF ADDENDUM TO 52.212-1	

## **E.11 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:

- 1) submitted package meeting specification: Basis of Design Product Basis of Design is Trendway–Capture-System Wall Panels or Equal MTR MSP2 on the IDIQ.
- 2) Total price (LPTA)

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

(End of Provision)

## **E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)**

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

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

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

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

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

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

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

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

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

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

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

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

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

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

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

*Sensitive technology*—

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

*Service-disabled veteran-owned small business concern*—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

*Small business concern—*

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

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

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

*Women-owned small business concern* means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

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

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

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

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that—

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

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

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

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

(6) *WOSB joint venture eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

[List as necessary]

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

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

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

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or

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

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin

*[List as necessary]*

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

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

*[List as necessary]*

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

*[List as necessary]*

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

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line item No.	Country of origin

--	--

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

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

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

(3) *Taxpayer Identification Number (TIN).*

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* The Offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds 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)