

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

1. REQUISITION NO. PAGE 1 OF 94

646-23-1-123-0027

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE  
 36C24423Q0352 01-31-2023

7. FOR SOLICITATION INFORMATION CALL: a. NAME Hanna Karmazyn b. TELEPHONE NO. (No Collect Calls) 302-647-1389 8. OFFER DUE DATE/LOCAL TIME 02-14-2023 16:00 EDT

9. ISSUED BY CODE 00244  
 Department of Veterans Affairs  
 Network Contracting Office 4  
 1601 Kirkwood Highway  
 Wilmington DE 19805  
 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 337127  
 HUBZONE SMALL BUSINESS  EDWOSB SIZE STANDARD: 500 Employees  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

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

15. DELIVER TO CODE See Delivery Schedule 16. ADMINISTERED BY CODE 00244  
 Department of Veterans Affairs  
 Network Contracting Office 4  
 1601 Kirkwood Highway  
 Wilmington DE 19805

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE  
 Austin Payment Center  
 Department of Veterans Affairs  
 PO Box 149971  
 Austin TX 78714-9971  
 PHONE: (877) 353-9791 FAX: (512) 460-5429  
 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
	1. See Price/Cost Schedule and Statement of Work. 2. Questions due by 4:00PM EST on 02-06-2023. Please email to Hanna.Karmazyn@va.gov.  (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 \_\_\_\_\_ 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) Ronald Kline 31c. DATE SIGNED

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

None

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C244 Ronald Kline

Department of Veterans Affairs

Network Contracting Office 4

1601 Kirkwood Highway

Wilmington DE 19805

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

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

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other  Upon receipt and acceptance by government.

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

PO Box 149971

Austin, TX 78714-9971

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

AMENDMENT NO	DATE

## B.2 PRICE/COST SCHEDULE

### ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Item # 2 MD2 / MSF1 / Office space and Workstations - layouts as noted in drawings. Quantity: 35 Workstations and 1 Reception Desk as noted in below. Detailed Spec sheets / drawings including 2D and 3D /pricing will be required upon bid submission following the attached spreadsheet ATT3 Brand Name Only: Basis of design is Herman Miller Canvas / Haworth Compose Series to match existing warehouse inventory.</p> <ul style="list-style-type: none"> <li>o Overall Features &amp; Options ? Uses Freestanding, Benching and Panel based design options ? Versatile panel-based system ? Freestanding and traditional applications ? Broad specification choices ? Refined aesthetic ? Panel with flat foot available ? Straight, 90 degrees, or 120 degree applications ? Heavy use power, data and technology access, and routing ? Screens in fabric, laminate, markerboard, glass, wood ? Freestanding and attached storage ? Off-modular planning ? Attached or freestanding worksurfaces ? Fabric, laminate, steel, wood, slat, glass, or markerboard panels Components fit together to make modular workstations that can fit into various sized office space and configurations. See attachment 1/2 for exact station sizes. All furnishings must be GREENGUARD certified. Warranty: 12-year, 3 Shift with limited exceptions Each Workstation to Include the following:</li> <li>o Height Adjustable worksurface with integrated worksurfaces, overhead and below storage as noted on drawing.</li> <li>o Overhead storage as noted</li> <li>o Tackboards and task lights below overhead storage</li> <li>o Lower Storage to have integrated power concealment and routing for height adjustable table.</li> <li>o Include desk height power</li> <li>o Dual Monitor Arms - Location on workstation will vary according to door location. ? Screen cannot be placed visible from door entry. Finishes:</li> <li>o HPL Laminate (TBD)</li> <li>o Fabric for screens/tackboards - CF Stinson / Backdrop / Steel Blue / BKP22</li> <li>o Metal - Textured Steel</li> </ul> <p>Room Item Notes Total Qty General Notes Adj.Desk Dimension Upper Storage Tackboard Task Light Low Storage Screens 5E106 Height Adjustable Workstation Mobile Pedestal with handle and cushion top Dual Monitor Arms Surface mounted electric w/USB port</p>	1.00	LT		

Screen Between Workstations 24"D x 66"W Full Screens  
 Between workstations Workstations are located at a  
 reception window. Qty2 5E108 Height Adjustable  
 Workstation Mobile Pedestal with handle and cushion top  
 Dual Monitor Arms Surface mounted electric w/USB port  
 Screen Between Workstations 24"D x 66"W Full Screens  
 Between workstations workstations are located at a  
 Window. Qty 3 5E109 L' Shaped Workstation with Height  
 Adjustable Surface with (1) leg mounted on low storage  
 Mobile Pedstal on right / low storage on left against wall  
 Upper Storage wall mounted with tackboard/tasklight Dual  
 Monitor Arms Surface mounted electric w/USB port Screens  
 mounted to height adjustable surface 24"d X 72"w Return  
 storage to be 66" Between workstations Mounted on Hght  
 Adj Surface Qty 4 5E110 Height Adjustable  
 Workstation Mobile Pedestal with handle and cushion top  
 Dual Monitor Arms Surface mounted electric w/USB port  
 Screen Between Workstations 24"D x 66"W Full Screens  
 Between workstations Workstations are located at a  
 reception window. Qty2 5E149 L' Shaped Workstation  
 with Height Adjustable Surface with (1) leg mounted on low  
 storage Mobile Pedstal on right / low storage on left against  
 wall Upper Storage wall mounted with tackboard/tasklight  
 Dual Monitor Arms Surface mounted electric w/USB port  
 Screens mounted to height adjustable surface 24"d X 72"w  
 Return storage to be 72" Between workstations Mounted  
 on Hght Adj Surface Qty 2 5E148 Height Adjustable  
 Workstation Mobile Pedestal with handle and cushion top  
 Upper Storage wall mounted with tackboard/tasklight Dual  
 Monitor Arms Surface mounted electric w/USB port Screen  
 Between Workstations 24"D x 66"W 2 Full Screens  
 Between workstations / 1 at door entry Qty3 5E117 Height  
 Adjustable Workstation Mobile Pedestal with handle and  
 cushion top Upper Storage wall mounted with  
 tackboard/tasklight Dual Monitor Arms Surface mounted  
 electric w/USB port Screen Between Workstations 24"D x  
 54"W 2 Full Screens Between workstations Qty 3 5E142  
 Height Adjustable Workstation Mobile Pedestal with handle  
 and cushion top Upper Storage wall mounted with  
 tackboard/tasklight Dual Monitor Arms Surface mounted  
 electric w/USB port Screen Between Workstations 24"D x  
 66"W 2 Full Screens Between workstations Qty 4 5E139  
 Height Adjustable Workstation Mobile Pedestal with handle  
 and cushion top Upper Storage wall mounted with  
 tackboard/tasklight Dual Monitor Arms Surface mounted  
 electric w/USB port Screen Between Workstations 24"D x  
 48"W 3 Full Screens Between workstations Qty 5 5E130  
 Height Adjustable Workstation Mobile Pedestal with handle  
 and cushion top Upper Storage wall mounted with  
 tackboard/tasklight Dual Monitor Arms Surface mounted  
 electric w/USB port Screen Between Workstations 24"D x  
 54"W 3 Full Screens Between workstations Qty 5 5E125  
 L' Shaped Workstation with Height Adjustable Surface with  
 Mobile Pedstal on right /Height adj surface on left against

wall Upper Storage wall mounted with tackboard/tasklight  
 Dual Monitor Arms Surface mounted electric w/USB port  
 Transaction surface 24"d X 48"w Transaction side: 72"  
 with full modesty or panels Qty 1 5E125A Height  
 Adjustable Workstation Mobile Pedestal with handle and  
 cushion top Upper Storage wall mounted with  
 tackboard/tasklight Dual Monitor Arms Surface mounted  
 electric w/USB port Screen Between Workstations 24"D x  
 72W QTy 2  
 LOCAL STOCK NUMBER: MD2

**0002**

6.00 EA

Item #:1 SC1 - Filing Quantity: 6 Salient Characteristics and  
 Basis of design: Herman Miller/Haworth Metal Storage ?  
 X Series Storage Cabinet ? Smooth paint on textured  
 steel ? 4H Unit 36W ? Laminate Top ? Pull:  
 Classic ? Metal/Laminate to match Workstation Finishes  
 ? Keyed individually Rooms: 5E149 / 5E148 / 5E117 /  
 5E107  
 LOCAL STOCK NUMBER: SC1

**0003**

36.00 EA

Item #3: TS2.1 Ergonomic Task Seating Quantity 36  
 Salient Characteristics and Basis of Design: Haworth Zody  
 LX S2UC-22-731A1A -Ergonomic Desk Chair -Dual posture  
 option supports -extended hydrolic seat that branches the  
 between heights of of sit-to-stand; ideal for use with a height-  
 adjustable table -Fully upholstered, pebble-shaped back  
 design -Flexible inner membrane and height-adjustable  
 lumbar provide ergonomic support -4D arms fluidly adjust in  
 height, side to side, front to back, and arm cap pivot position;  
 also available with fixed or height-adjustable arms -Height  
 Adjustable Lumbar -Adjustable Seat -Alum Base -Hard  
 Casters -12-year, 24/7/365 warranty, up to 400 lbs. -  
 Greenguard Certified -Meets BIFMA G1 Ergonomics  
 Guidelines for Furniture  
 LOCAL STOCK NUMBER: TS2.1

**0004**

18.00 EA

Item #4- Tackboard Quantity: 18 Salient Characteristics  
 Tackable surface Size: 36"H x 24"W Aluminum Frame - at  
 least ?" - solid extruded aluminum frame - Squared  
 Radis Corners - no sharp edges Safety Brackets for  
 Mounting Boards - Z-Clip Installation Fabric: - Carnegie  
 Xorel ? Slide/ 6717 / F31 100% IFR Xorel Bleach  
 Cleanable Tackable Overall product design: - Clear  
 Anodized Aluminum Frame - Honeycomb Core -  
 Steel Back - Z-clip mounting bracket - top and bottom  
 Room: 1 Per Exam Rooms

LOCAL STOCK NUMBER: TB1

**0005**

10.00 EA

Item #5- TB2-Tackboard Quantity: 10 Salient Characteristics  
 Tackable surface Size: 36"H x 48"W Aluminum Frame - at  
 least ?" - solid extruded aluminum frame - Squared  
 Radis Corners - no sharp edges Safety Brackets for  
 Mounting Boards - Z-Clip Installation Fabric: - Carnegie  
 Xorel ? Slide / 6717 / F31 100% IFR Xorel Bleach  
 Cleanable Tackable Overall product design: - Clear  
 Anodized Aluminum Frame - Honeycomb Core -  
 Steel Back - Z-clip mounting bracket - top and bottom  
 Room: 1 per Office/Breakroom  
 LOCAL STOCK NUMBER: TB2

**0006**

10.00 EA

Item #6 Whiteboard Quantity: 10 Salient Characteristics and  
 Basis of Design: Line: Marker Board Metal Surface - Not  
 surface cannot be glass Size: 36"H x 48"W Aluminum  
 Frame w/Full integrated Tray Wall Mounted - Security  
 Brackets (W) EVS Whiteboard Surface Cleaning ability  
 without ghosting Magnet Compatible Matt Finish: Low  
 Gloss/Glare - 160 deg Viewing Angle Green Guard Gold  
 Ability to customize graphic that is integral part of the board  
 Aluminum Frame - at least ?" o solid extruded aluminum  
 frame o Squared Radis Corners - no sharp edges  
 Guaranteed-to-clean dry-erase surface that accepts  
 magnetic accessories. Marker Tray: 16" Standard Safety  
 Brackets for Mounting Boards - Z-Clip Installation 10 Year  
 warranty for cleanability without ghosting Overall product  
 design: o Clear Anodized Aluminum Frame o  
 Honeycomb Core o Steel Back o Z-clip mounting  
 bracket Room: 1 per Office / breakroom  
 LOCAL STOCK NUMBER: WHB1

**0007**

27.00 EA

Item #7: AT2 - Artwork, Decorative, with Frame Qty 27 - 17  
 Exam Rooms / 10 Offices & Misc Areas Size: 24 x 36  
 Framed Poster Prints o All United States Military Themed  
 Artwork ? To include but not limited: Tuskegee Airmen /  
 Military Families / Service Animals / all 7 Military Branches  
 must be represented o Provide images prior to purchase  
 for selection by VA Aluminum Frame - at least ?" o Solid  
 Extruded Aluminum Frame o Square radius Corners - no  
 sharp edge Safety brackets for mounting boards: Z-Clip  
 Installation o Top and Bottom Acrylic Glazing - Shatter-  
 resistant clear acrylic, no glare Double Matt JSN: A6046  
 Room: Corridors / Offices  
 LOCAL STOCK NUMBER: aT2

0008

15.00 EA

Item #8: AT2.1 - Artwork, Decorative, with Frame Qty 15 - in waiting and corridors. Size: 36 x 48 Framed Poster Prints o All United States Military Themed Artwork ? To include but not limited: Tuskegee Airmen / Military Families / Service Animals / all 7 Military Branches must be represented o Provide images prior to purchase for selection by VA Aluminum Frame - at least ?" o Solid Extruded Aluminum Frame o Square radius Corners - no sharp edge Safety brackets for mounting boards: Z-Clip Installation o Top and Bottom Acrylic Glazing - Shatter-resistant clear acrylic, no glare Double Matt  
LOCAL STOCK NUMBER: AT2.1

0009

51.00 EA

Item #9: PPC1 - Cubical Curtains Qty: As noted Below This requirement includes a total of 51 Curtains. 1 Set 2 Sets to be provided to VA Size to be as follows: o Curtain Size 1 ? Quantity: 51 Length: 18" of Mesh / 78" of Fabric: Total Curtain Length = 96" Width: 96" o Contract will be to verify, manufacture with the appropriate fabric and mesh height, hooks, embroidery, deliver and install cubicle curtains for each specified area. The Contracting Officer Representative (COR) is Rochelle Landowski. o Detailed area specifications are attached. o The contractor shall provide all labor, materials, equipment, transportation, and supervision necessary to satisfy the needs of each ordering activity. Construction Specification 1) Height of Curtains to be as follows: i) 18 inches below ceiling mounted track to a distance of not more than 10-12 inches from the floor and not less than 6 from the floor. 2) Width of Curtains to be as follows: i) Not less than 110 percent fullness. ii) Widths should be consistent within areas/buildings iii) All seams to be French Seams 3) Provide all cubicle curtains from a single source. 4) Fabric substitutions: Not Permitted and must follow the attached schedule 5) Form top and bottom hems by a triple fold securely sewn with edges and panels seams 1-inch overlapped lock stitched. 6) Sew a temperature/identification label and cleaning instructions on the of hem of each curtain to identify the width, length, location of the curtain. 7) Embroider a) the bottom right of each curtain. b) Embroidery should be 2-inch in height, black, non-bleachable thread. c) Embroider lettering: VA-UD-5 East 8) Fabricate curtains with a 18" mesh cloth with ? inch holes. a) Mesh to be flame retardant i) Meets or exceeds NFPA 701 b) Anti-Microbial c) Mildew Resistant, d) Made of high denier nylon material that will withstand repeated washing, bleaching, and Dry cleaning. e) Provide rust proof flat washed #1 nickel-plated ? inch brass eyelets inserted in the top hem at 6 inches on center 9) Side Snap Closure to

be provide in areas where multiple curtains are needed to ensure patient privacy. a) Made from a heat resistant plastic durable snap. Fabric Specifications: Manufacture: ArcCom / Dahlia X / 33281X Desert Finish(es): Finish-Free Width: 72" (183 cm) Railroad Note(s): Fabric shown railroaded Repeat: 32.25" (82 cm) Length x 36" (91 cm) Width Weight per Linear Yard: 14.04 oz Contents: 100% Trevira CS Polyester Cleaning Code: WS - Water / Solvent , Washable to 160 degrees Fahrenheit Flammability: ASTM E84 Class A / Class 1, NFPA 701 Acoustics: NRC of 0.55 when draped flat, NRC of 0.75 when draped at 100% fullness, Test Method ASTM C 423 Manufactured In: Germany Reversible Warranty: 3 years  
LOCAL STOCK NUMBER: PPC1

**0010**

17.00 EA

Item #10: PC1.0 Patient Chair w/motion back Qty: 17  
Salient Characteristics and Basis of design: Carolina Serony Patient 1488-Motion-MT Upholstered seat and back Motion Back Clean-thru design Wall-saver design Tight cushion Luster grey powder coat on all exposed metal o Chalk (CHLK) Non-marring adjustable glides Removable Seat and Back Cover Solid surface arm cap o DMS - Deep Mink Solid Surface Fabric: Seat: Grade 6 o Designtex / Metta / 2681-5012 / Forest Back: Grade 14 o Designtex / Lumi / 3901-102 / Marsh  
LOCAL STOCK NUMBER: PC1.0

**0011**

17.00 EA

Item #11: PC1.1 - Metal Patient Ottoman Quantity: 17  
Salient Characteristics and Basis of design:: Carolina Metal Patient Ottoman - 1479 Universal Metal Ottoman Slanted Upholstered Top Non-marring adjustable glides Finishes: o Frame Finish: chalk (CHLK) o Fabric: Grade 14 ? Designtex / Lumi / 3901-102 / Marsh  
LOCAL STOCK NUMBER: PC1.1

**0012**

17.00 EA

Item # 12: PC1.2 Bariatric Patient Chair Qty: 17 Salient Characteristics and Basis of design: Carolina Serony Patient 1472-OB-MT Upholstered seat and back Removable Seat and back Cover Clean-thru design Wall-saver design Tight cushion Luster grey powder coat on all exposed metal o Chalk (CHLK) Non-marring adjustable glides Solid surface arm cap o DMS - Deep Mink Solid Surface Fabric: Seat: Grade 6 o Designtex / Metta / 2681-5012 / Forest Back: Grade 14 o Designtex / Lumi / 3901-102 / Marsh  
LOCAL STOCK NUMBER: PC1.2

0013

22.00 EA

Item #13: PP1 - Physicians Stool o Qty 22 Salient  
 Characteristics and Basis of design: Carolina / Stray o  
 2501-B o Base Color: Polished Aluminum o Foot  
 Ring: Polished Aluminum o Seat & Back Color: Chalk o  
 Height Adjustable Pneumatic Lift located under seat o 5-  
 star base - Hard wheel casters o With back o 3 Seat  
 Heights: ? Physicians: 15.5-20.75" / 19.25-26.5" ? Lab  
 Stool: 23-33" o Fabric: Grade 8 ? Designtex /  
 Particle / 3048-801 / Pavement o Standard Feature: o  
 Overall Dimensions: 26"w x 26"d x 29.25-36.5"h o Seat  
 Diameter: 16.25"w x 16.25"d x 19.25-26.5"h o Inside  
 Back 10" o Footring diameter 20 o Height adjustbale,  
 pneumatic lift located under seat o Black hard wheel casters  
 are standard o Frame Construction ? Seat Standard  
 with 3/4", one-piece multicore hardwood plywood seat. All  
 plywood seats are fitted with Riveted "T" Nuts fixed on both  
 sides of the plywood Injection molded seat cover made out  
 of polypropylene ? Back Optional plastic back is  
 constructed of injection-molded, glass-reinforced nylon resin  
 Upholstery Seat upholstery is available in hundreds of  
 fabrics. All fabrics meet CAL Tech Bulletin 117-2013 ?  
 Control Rated up to 300 lbs. Height adjustable with 360 ring  
 actuator ? Base Low-profile chair base is manufactured  
 of solid injection-molded, glass-reinforced nylon resin Low-  
 profile Polished Aluminum chair base is constructed from die  
 cast aluminum and meets ANSI/BIFMA strength and  
 durability requirements ? Cylinder Our variety of Class 4  
 gas cylinders meet all applicable ANSI/BIFMA performance  
 standards and GSA intensive use performance standards;  
 including cyclic bending resistance criteria ? Casters Nylon  
 twin wheel casters are manufactured of injection-molded  
 engineer grade nylon. The large pivot barrels provide a  
 smooth visual transition to the chair base. ? Assembly  
 Self-locking, hardened steel, Hex/Socket/Phillips head bolts  
 hold the seat control to the seat cover. All bolts are treated  
 with "NYLOK" to prevent bolts from loosening due to  
 vibration ? Foam Seat o The seat cushion features 1.75"  
 thick, high resilience molded foam o The IFD (Internal  
 Force Detection) has been carefully selected for overall  
 durability and comfort o CAL 117-2013 o 50 IFD o  
 3.0lb. Density  
 LOCAL STOCK NUMBER: PP1

0014

17.00 EA

Item #14: Wall Hung Folding Side Chair o Qty 17 Salient  
 Characteristics and Basis of design: Stance Kite Metal o  
 Metal Folding Chair, Upholstered Seat and Back o  
 Wallmount bracket o 21"W x 22D x 34"H 20Lbs. o  
 400lb weight capacity o Contoured cushions provide  
 ergonomic comfort o Storage rail for mounting behind  
 doors o Standard with removable seat cushions for easy

			cleaning, repair, or replacement to extend product life o Poly under seat panel o 10 year warranty on folding chair including foam Fabric - COM Designtex / Rainwater / 3837- 201 / Amulet Finish: SS - Smooth Silver LOCAL STOCK NUMBER: WFC
<b>0015</b>	11.00	EA	Item #15: GC2.0 - Guest Lounge Chair Qty: 11 Brand Name Only: Carolina Serony Guest o 472-1-MT Upholstered seat and back o Removable Seat and Back Cover (H7) Clean-thru design Wall-saver design Tight cushion Luster grey powder coat on all exposed metal o Chalk (CHLK) Non-marring adjustable glides Solid surface arm cap o DMS - Deep Mink Solid Surface Fabric: Seat: Grade 8 o Maharam / Scuba / 464930 / 016 Sapphire Back: Grade 16 o Carnegie / Pike Print / 6350 1 LOCAL STOCK NUMBER: GC2.0
<b>0016</b>	11.00	EA	Item #16: GC2.1 - Guest Chair Qty: 11 Brand Name Only: Carolina Serony Guest o 1472-MT Upholstered seat and back o Removable Seat and Back Cover (H7) Clean-thru design Wall-saver design Tight cushion Luster grey powder coat on all exposed metal o Chalk (CHLK) Non-marring adjustable glides Solid surface arm cap o DMS - Deep Mink Solid Surface Fabric: Seat: Grade 8 o Maharam / Scuba / 464930 / 006 Mahogany Back: Grade 11 o CF Stinson / Perspective 2.0 / PER208 / Pastoral LOCAL STOCK NUMBER: GC2.1
<b>0017</b>	2.00	EA	Item #17: GC2.1 - Bariatric Guest Chair Qty: 2 Brand Name Only: Carolina Serony Guest o 1472-OB - MT Upholstered seat and back o Removable Seat and Back Cover (H7) Clean-thru design Wall-saver design Tight cushion Luster grey powder coat on all exposed metal o Chalk (CHLK) Non-marring adjustable glides Solid surface arm cap o DMS - Deep Mink Solid Surface Fabric: Seat: Grade 8 o Maharam / Scuba / 464930 / 006 Mahogany Back: Grade 11 o CF Stinson / Perspective 2.0 / PER208 / Pastoral LOCAL STOCK NUMBER: GC2.1
<b>0018</b>	8.00	EA	Item #18: GC1.1 Dining Chair Qty 8 Salient Characteristics and Basis of Design: SPEC o Urban o Upholstered Seat & Back ? Grade 4 ? Fabric: Momentum / Lasso CV / Tranquil o 14 01 UP o Plastic Back Cover - white o Frame: 9016 o Arms Sterling Grey o Standard

Features ? 0.875" frame ? Frame in any Spectone color ? Four-point stacks up to 8 high with dolly. ? Four-point ships 1/carton 11 cu ft, 2-4/carton 22 cu ft ? Wall-saving frame on Four-point ? Polyurethane arms ? Dimensions (inches) seat H 18.0 / seat W 18.0 / arm H 27.0 Total H 32.5 /depth 22.0 t  
LOCAL STOCK NUMBER: GC1.1

**0019**

1.00 EA

Item #19: Dining Table Quantity: 1 Salient Characteristics and Basis of Design: Spec Furniture Size: 36" Diameter Laminate Top: Wilsonart Titanium EV PVC Edge: Sterling Grey Metal: 9016 Manhattan X Base o Column uprights and feet are constructed of 14 gauge seam-welded cold rolled steel tube with the column and feet being 1 1/4". Both the feet and the columns are mandrel bent to shape, the columns coped, then welded to the feet. All welds are ground to a smooth finish. Tube ends are closed with high impact plastic caps. A solid steel 1/4" thick mounting plate 6" x 15" is welded to the top of the FT, FC, and FP models while a welded solid steel L bar is shaped to a square to allow communication and power modules to be placed in round/ square tops then drilled to accept 8- 3/4" deep root screws. The feet are finished with 5/16-18 screw-threaded durable plastic levelers HPL Laminate Tops o Constructed of 3/4" NAUF (no added urea-formaldehyde) particle board (Phase 2 CARB compliant) core, covered and bonded with a water-based glue to a 1/16" high-pressure plastic laminate sheet on top and a plastic laminate backing sheet below for a sandwich top thickness of 7/8". The core is manufactured with 100% recycled material and is manufactured inside a FSC Certified manufacturing facility. The top density is 39 pounds per sq. in. The top edge is routed to accept our PVC molding (Flat, Bullnose or Rigid) to match or accent the top, or self edge and further bonded in place with a water based white glue. o Edges: PVC ? Edges are made from PolyCor G92B poly-vinyl choride (PVC) pellet material melted and extruded through one of several die-head profiles. The matching or accented PVC edge is both glued and fitted to the table core using a continuous tongue and groove system around the circumference of the table. Room: 5E119  
LOCAL STOCK NUMBER: DT1

**0020**

1.00 EA

Item #20 - Dining Table Quantity: 1 Salient Characteristics and Basis of Design: Spec Furniture Size: 24"D x 48"W - Counter height Laminate Top: Wilsonart Titanium EV PVC Edge: Sterling Grey Metal: 9016 Manhattan T Base o Column uprights and feet are constructed of 14 gauge seam-welded cold rolled steel tube with the column and feet being 1 1/4". Both the feet and the columns are mandrel bent to

shape, the columns coped, then welded to the feet. All welds are ground to a smooth finish. Tube ends are closed with high impact plastic caps. A solid steel 1/4" thick mounting plate 6" x 15" is welded to the top of the FT, FC, and FP models while a welded solid steel L bar is shaped to a square to allow communication and power modules to be placed in round/ square tops then drilled to accept 8- 3/4" deep root screws. The feet are finished with 5/16-18 screw-threaded durable plastic levelers HPL Laminate Tops o Constructed of 3/4" NAUF (no added urea-formaldehyde) particle board (Phase 2 CARB compliant) core, covered and bonded with a water-based glue to a 1/16" high-pressure plastic laminate sheet on top and a plastic laminate backing sheet below for a sandwich top thickness of 7/8". The core is manufactured with 100% recycled material and is manufactured inside a FSC Certified manufacturing facility. The top density is 39 pounds per sq. in. The top edge is routed to accept our PVC molding (Flat, Bullnose or Rigid) to match or accent the top, or self edge and further bonded in place with a water based white glue. o Edges: PVC ? Edges are made from PolyCor G92B poly-vinyl choride (PVC) pellet material melted and extruded through one of several die-head profiles. The matching or accented PVC edge is both glued and fitted to the table core using a continuous tongue and groove system around the circumference of the table. Room: 5E119  
 LOCAL STOCK NUMBER: DT2

0021

1.00 LT

Project Management, Delivery and installation  
 LOCAL STOCK NUMBER: D\T\I

**GRAND TOTAL**

### B.3 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001 SHIP TO: 4100 Aliquippa Street University Drive Bldg1-5E Oakland, PA 15240 USA  MARK Rochelle Landowski FOR: 412-822-3204 rochelle.landowski@va.gov	1.00	INSTALL TO BEGIN 3/21/2023

0002	SAME AS CLIN 0001	6.00
0003	SAME AS CLIN 0001	36.00
0004	SAME AS CLIN 0001	18.00
0005	SAME AS CLIN 0001	10.00
0006	SAME AS CLIN 0001	10.00
0007	SAME AS CLIN 0001	27.00
0008	SAME AS CLIN 0001	15.00
0009	SAME AS CLIN 0001	51.00
0010	SAME AS CLIN 0001	17.00
0011	SAME AS CLIN 0001	17.00
0012	SAME AS CLIN 0001	17.00
0013	SAME AS CLIN 0001	22.00
0014	SAME AS CLIN 0001	17.00
0015	SAME AS CLIN 0001	11.00
0016	SAME AS CLIN 0001	11.00
0017	SAME AS CLIN 0001	2.00
0018	SAME AS CLIN 0001	8.00
0019	SAME AS CLIN 0001	1.00
0020	SAME AS CLIN 0001	1.00
0021	SAME AS CLIN 0001	1.00

**VETERAN AFFAIRS MEDICAL CENTER, Pittsburgh, PA**

**STATEMENT OF WORK**

**1.0 GENERAL SCOPE**

The government is in the process of acquiring specialized furniture our newly renovated 5 East Project at our University Drive Campus, Oakland PA as well as labor support to install the new furniture. Product will be delivered to our University Drive Campus as specified in this document. All products will meet the VAPHS specifications and high-quality threshold while integrating excellent environmental stewardship. **\*This project was previously solicited under the VHA Furniture IDIQ thus the MTR tags for each item. Although this is now not be solicited under that program, the tags remain in place as they correspond to the drawings.**

Product will be delivered to Oakland, PA Location:  
4100 Aliquippa Street, Pittsburgh, PA 15240

Delivery and Installation:

- Installation to begin March 21, 2023
  - Furniture Punch Walkthrough

- March 24th at 1:00PM
- Vendor/Manufacture Representative must be present for walkthrough

**\*\*The Government intends to make an all or none award to the offerer within the Lowest Tier as determined technically acceptable on all items and whose offer represents the lowest overall evaluated price. This solicitation is a Tiered Evaluation to include (1) SDVSOB concerns, (2) VOSB Concerns, (3) Small Business Concerns with Hubzone small business concerns and 8(a) participants having priority; and (4) Large Business Concerns. Of the lowest tier(SDVSOB), LPTA will be considered of offers at the lowest tier. If no offers are evaluated to be responsive, acceptable, and/or fair and reasonable, the next tier would then be evaluated. Offerers must provide open market pricing on all line items mentioned. Additionally, offerers must be Authorized Distributors of the OEM for each brand offered and mentioned. All offers must submit all documentation as described in Section 6 of this statement of work to be considered fully. Failure to provide documentation as requested may result in offer being considered non-responsive. \*\***

**Tiered/Cascading set-aside strategy:**

The evaluation of offers received in response to the solicitation will use a tiered or cascading order of precedence. “Tiered evaluation of offers,” also known as “cascading evaluation of offers,” is a procedure used in negotiated acquisitions when market research is inconclusive for justifying limiting competition to small business concerns or sub-categories of small business concerns. The contracting officer—

(1)Solicits offers from both small and other than small business concerns that will be evaluated in the following tier order:

- (a)service-disabled veteran-owned small business (SDVOSB);
- (b)veteran-owned small business (VOSB);
- (c)all other small business concerns;
- (d)other than small business.

(2)If an award or a sufficient number of awards cannot be made at the first tier, evaluation of offers will proceed at the next lower tier until an award or a sufficient number of awards can be made.

## **2.0 PERFORMANCE REQUIREMENTS**

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

The contractor shall comply with the following:

- a. Coordinate and provide project management of all products and services to manage, order, ship, deliver and install new furniture from the manufacturer until final acceptance by COR: Rochelle Landowski, [rochelle.landowski@va.gov](mailto:rochelle.landowski@va.gov)
- b. Contractor shall place all orders, track orders, schedule deliveries and coordinate trucks with the manufacture for manufacturing and delivery according to VA project schedule.
- c. Contractor shall provide all necessary materials, equipment, labor, supervision, and management to: (A) coordinate delivery; (B) load and unload; (C) place/install items in designated rooms/locations; (D) assemble items as required; (E) secure as

- designated; and (F) properly dispose of all associated packing/crating materials outside the VA premises.
- d. Upon award, the VA will require a copy of the bill of materials. A project manager or project designer and installation foreman must be onsite during installation.
  - e. Provide maintenance manuals for all products specified.
  - f. Contractor and any sub-contractor working for the contractor shall comply with all regulations in reference to OSHA, COVID-19 guidelines, and VA Pittsburgh Healthcare System Medical Center Requirements (Attachment C)
  - g. Contractor and any sub-contractor working for the contractor in performance of this contract must provide neat, clean, and well-groomed personnel. Appropriate and professional attire shall be worn at all times. Athletic and athletic-style garments (i.e. jogging suits, sweat suits, running short, T-shirts) shall not be worn by contractors or their employees. Steel-toed shoes recommended. Hard hats or other protective gear may be required in some areas of the hospital.
  - h. Contractor and any sub-contractor are expected to use appropriate language. Obscene language is not permitted, and all individuals are expected to be courteous. This requirement includes any conversation that can be overheard on federal property. There is a zero-tolerance policy for sexual harassment (implied, verbal, suggestive or physical).
  - i. Contractor shall follow the following VHA Directive for Flu Vaccination and Tuberculosis Screening and provide appropriate documentation to COR:
    - (1) VHA Directive 1192 requires all health care personnel (HCP) to participate in the seasonal influenza prevention program and outlines the key implementation steps. Health care personnel is defined in VHA Directive 1192 as all VA licensed and unlicensed, clinical and administrative, paid and unpaid, full- and part-time employees, intermittent employees, fee basis employees, VA contractors, students, researchers, volunteers and trainees who work in VA locations. HCP covered by the policy are expected to receive annual influenza vaccinations. Those HCP unable or unwilling to be vaccinated are required to wear a face mask throughout the influenza season. Masks are available at entrances throughout the medical center.
    - (2) It is the responsibility of the contractor to ensure that all contract staff are compliant with the requirements outlined in VHA Directive 1192. The contractor shall maintain the following documentation:
      - (a) Documentation of vaccination, e.g. signed record of immunization from a healthcare provider or pharmacy, or a copy of medical records documenting a vaccination.
      - (b) Completed Health Care Personnel Influenza Vaccination Form (Attachment B of VHA Directive 1192) if unwilling or unable to receive the vaccination.
      - (c) Annual certification that all contract staff performing services at VA facilities are in compliance with VHA Directive 1192. This is to be submitted to Contracting Officer's Representative (COR).
    - (3) VHA Directive 2011-036 requires that all contractors must certify annually to the Contracting Officer's Representative (COR) that all contractor employees working at VA facilities have a documented screening for latent tuberculosis within the last 12 months. If screening for latent tuberculosis is positive, clearance from a physician is required prior to working at VAPHS. Contractor employees that fail to meet this requirement will not be permitted to work at VAPHS facilities

### 3.0 PRODUCT

Item #:1 SC1 - Filing

- Quantity: 6
- Salient Characteristics and Basis of design: Herman Miller/Haworth Metal Storage
  - X Series Storage Cabinet
  - Smooth paint on textured steel
  - 4H Unit 36W
  - Laminate Top
  - Pull: Classic
  - Metal/Laminate to match Workstation Finishes
  - Keyed individually

Rooms: 5E149 / 5E148 / 5E117 / 5E107

**Item # 2 MD2 / MSF1 / Office space and Workstations – layouts as noted in drawings.**

- Quantity: 35 Workstations and 1 Reception Desk as noted in below.
- Detailed Spec sheets / drawings including 2D and 3D /pricing will be required upon bid submission following the attached spreadsheet ATT3

Brand Name Only:

- Basis of design is Herman Miller Canvas / Haworth Compose Series to match existing warehouse inventory.
  - Overall Features & Options
    - Uses Freestanding, Benching and Panel based design options
    - Versatile panel-based system
    - Freestanding and traditional applications
    - Broad specification choices
    - Refined aesthetic
    - Panel with flat foot available
    - Straight, 90 degrees, or 120 degree applications
    - Heavy use power, data and technology access, and routing
    - Screens in fabric, laminate, markerboard, glass, wood
    - Freestanding and attached storage
    - Off-modular planning
    - Attached or freestanding worksurfaces
    - Fabric, laminate, steel, wood, slat, glass, or markerboard panels
- Components fit together to make modular workstations that can fit into various sized office space and configurations. See attachment 1/2 for exact station sizes.
- All furnishings must be GREENGUARD certified.
- Warranty: 12-year, 3 Shift with limited exceptions
- Each Workstation to Include the following:
  - Height Adjustable worksurface with integrated worksurfaces, overhead and below storage as noted on drawing.
  - Overhead storage as noted
  - Tackboards and task lights below overhead storage
  - Lower Storage to have integrated power concealment and routing for height adjustable table.
  - Include desk height power
  - Dual Monitor Arms – Location on workstation will vary according to door location.

- Screen cannot be placed visible from door entry.
- Finishes:
  - HPL Laminate (TBD)
  - Fabric for screens/tackboards - CF Stinson / Backdrop / Steel Blue / BKP22
  - Metal – Textured Steel

Room	Item	Notes						Total Qty	General Notes
		Adj.Desk Dimension	Upper Storage	Tackboard	Task Light	Low Storage	Screens		
5E10 6	Height Adjustable Workstation Mobile Pedestal with handle and cushion top Dual Monitor Arms Surface mounted electric w/USB port Screen Between Workstations	24"D x 66"W	No	No	No	No	Full Screens Between workstations	2	Workstations are located at a reception window.
5E10 8	Height Adjustable Workstation Mobile Pedestal with handle and cushion top Dual Monitor Arms Surface mounted electric w/USB port Screen Between Workstations	24"D x 66"W	No	No	No	No	Full Screens Between workstations	3	workstations are located at a Window.
5E10 9	L' Shaped Workstation with Height Adjustable Surface with (1) leg mounted on low storage Mobile Pedstal on right / low storage on left against wall Upper Storage wall mounted with tackboard/tasklight Dual Monitor Arms Surface mounted electric w/USB port Screens mounted to height adjustable surface	24"d X 72"w Return storage to be 66"	Yes	Yes	Yes	Yes	Between workstations Mounted on Hght Adj Surface	4	
5E11 0	Height Adjustable Workstation Mobile Pedestal with handle and cushion top Dual Monitor Arms Surface mounted electric w/USB port Screen Between Workstations	24"D x 66"W	No	No	No	No	Full Screens Between workstations	2	Workstations are located at a reception window.

5E14 9	L' Shaped Workstation with Height Adjustable Surface with (1) leg mounted on low storage Mobile Pedstal on right / low storage on left against wall Upper Storage wall mounted with tackboard/tasklight Dual Monitor Arms Surface mounted electric w/USB port Screens mounted to height adjustable surface	24"d X 72"w Return storage to be 72"	Yes	Yes	Yes	Yes	Between workstations Mounted on Hght Adj Surface	2	
5E14 8	Height Adjustable Workstation Mobile Pedestal with handle and cushion top Upper Storage wall mounted with tackboard/tasklight Dual Monitor Arms Surface mounted electric w/USB port Screen Between Workstations	24"D x 66"W	Yes	Yes	Yes	No	2 Full Screens Between workstations / 1 at door entry	3	
5E11 7	Height Adjustable Workstation Mobile Pedestal with handle and cushion top Upper Storage wall mounted with tackboard/tasklight Dual Monitor Arms Surface mounted electric w/USB port Screen Between Workstations	24"D x 54"W	Yes	Yes	Yes	No	2 Full Screens Between workstations	3	
5E14 2	Height Adjustable Workstation Mobile Pedestal with handle and cushion top Upper Storage wall mounted with tackboard/tasklight Dual Monitor Arms Surface mounted electric w/USB port Screen Between Workstations	24"D x 66"W	Yes	Yes	Yes	No	2 Full Screens Between workstations	4	
5E13 9	Height Adjustable Workstation Mobile Pedestal with handle and cushion top Upper Storage wall mounted with tackboard/tasklight	24"D x 48"W	Yes	Yes	Yes	No	3 Full Screens Between workstations	5	

	Dual Monitor Arms Surface mounted electric w/USB port Screen Between Workstations								
5E13 0	Height Adjustable Workstation Mobile Pedestal with handle and cushion top Upper Storage wall mounted with tackboard/tasklight Dual Monitor Arms Surface mounted electric w/USB port Screen Between Workstations	24"D x 54"W	Yes	Yes	Yes	No	3 Full Screens Between workstations	5	
5E12 5	L' Shaped Workstation with Height Adjustable Surface with Mobile Pedstal on right /Height adj surface on left against wall Upper Storage wall mounted with tackboard/tasklight Dual Monitor Arms Surface mounted electric w/USB port Transaction surface	24"d X 48"w Transaction side: 72" with full modesty or panels	Yes	Yes	Yes	No	No	1	
5E125 A	Height Adjustable Workstation Mobile Pedestal with handle and cushion top Upper Storage wall mounted with tackboard/tasklight Dual Monitor Arms Surface mounted electric w/USB port Screen Between Workstations	24"D x 72W	Yes	Yes	Yes	No	No	2	

### Item #3: TS2.1 Ergonomic Task Seating

- Quantity 36

Salient Characteristics and Basis of Design: Haworth Zody LX S2UC-22-731A1A

- Ergonomic Desk Chair
- Dual posture option supports seated and the in-between “perch” posture of sit-to-stand; ideal for use with a height-adjustable table
- Fully upholstered, pebble-shaped back design

- Flexible inner membrane and height-adjustable lumbar provide ergonomic support
- 4D arms fluidly adjust in height, side to side, front to back, and arm cap pivot position; also available with fixed or height-adjustable arms
- Height Adjustable Lumbar
- Adjustable Seat
- Alum Base
- Hard Casters
- 12-year, 24/7/365 warranty, up to 400 lbs.
- Assembled
- Greenguard Certified
- Meets BIFMA G1 Ergonomics Guidelines for Furniture

Finishes:

- Grade F Fabric -Momentum / Frida CV / Terrain /
- Base – Snow
- Arm Cap Color: Fog
- Arms and Uprights: Metallic Silver

Room: All Desk/Work locations

Item #4- TB1-Tackboard

- Quantity: 18

Salient Characteristics

- Tackable surface
- Size: 36"H x 24"W
- Aluminum Frame – at least ½”
  - solid extruded aluminum frame
  - Squared Radis Corners – no sharp edges
- Safety Brackets for Mounting Boards – Z-Clip Installation
- Fabric:
  - Carnegie Xorel
    - Slide/ 6717 / F31
      - 100% IFR Xorel
      - Bleach Cleanable
      - Tackable
- Overall product design:
  - Clear Anodized Aluminum Frame
  - Honeycomb Core
  - Steel Back
  - Z-clip mounting bracket – top and bottom

Room: 1 Per Exam Rooms

Item #5- TB2-Tackboard

- Quantity: 10

Salient Characteristics

- Tackable surface
- Size: 36"H x 48"W

- Aluminum Frame – at least ½”
  - solid extruded aluminum frame
  - Squared Radis Corners – no sharp edges
- Safety Brackets for Mounting Boards – Z-Clip Installation
- Fabric:
  - Carnegie Xorel
    - Slide / 6717 / F31
      - 100% IFR Xorel
      - Bleach Cleanable
      - Tackable
- Overall product design:
  - Clear Anodized Aluminum Frame
  - Honeycomb Core
  - Steel Back
  - Z-clip mounting bracket – top and bottom

Room: 1 per Office/Breakroom

#### Item #6 Whiteboard

- Quantity: 10

Salient Characteristics and Basis of Design:

- Line: Marker Board
- Metal Surface
  - Not surface cannot be glass
- Size: 36"H x 48"W
- Aluminum Frame w/Full integrated Tray
- Wall Mounted - Security Brackets (W)
- EVS Whiteboard Surface
- Cleaning ability without ghosting
- Magnet Compatible
- Matt Finish: Low Gloss/Glare – 160 deg Viewing Angle
- Green Guard Gold
- Ability to customize graphic that is integral part of the board
- Aluminum Frame – at least ½”
  - solid extruded aluminum frame
  - Squared Radis Corners – no sharp edges
- Guaranteed-to-clean dry-erase surface that accepts magnetic accessories.
- Marker Tray: 16” Standard
- Safety Brackets for Mounting Boards – Z-Clip Installation
- 10 Year warranty for cleanability without ghosting
- Overall product design:
  - Clear Anodized Aluminum Frame
  - Honeycomb Core
  - Steel Back
  - Z-clip mounting bracket

Room: 1 per Office / breakroom

Item #7: AT2 – Artwork, Decorative, with Frame

- Qty 27 – 17 Exam Rooms / 10 Offices & Misc Areas

- **Size: 24 x 36**
- **Framed Poster Prints**
  - **All United States Military Themed Artwork**
    - **To include but not limited: Tuskegee Airmen / Military Families / Service Animals / all 7 Military Branches must be represented**
  - **Provide images prior to purchase for selection by VA**
- **Aluminum Frame – at least 1/2”**
  - **Solid Extruded Aluminum Frame**
  - **Square radius Corners – no sharp edge**
- **Safety brackets for mounting boards: Z-Clip Installation**
  - **Top and Bottom**
- **Acrylic Glazing – Shatter-resistant clear acrylic, no glare**
- **Double Matt**

JSN: A6046

Room: Corridors / Offices

Item #8: AT2.1 – Artwork, Decorative, with Frame

- Qty 15 – in waiting and corridors.
- **Size: 36 x 48**
- **Framed Poster Prints**
  - **All United States Military Themed Artwork**
    - **To include but not limited: Tuskegee Airmen / Military Families / Service Animals / all 7 Military Branches must be represented**
  - **Provide images prior to purchase for selection by VA**
- **Aluminum Frame – at least 1/2”**
  - **Solid Extruded Aluminum Frame**
  - **Square radius Corners – no sharp edge**
- **Safety brackets for mounting boards: Z-Clip Installation**
  - **Top and Bottom**
- **Acrylic Glazing – Shatter-resistant clear acrylic, no glare**
- **Double Matt**

Item #9: PPC1 - Cubical Curtains

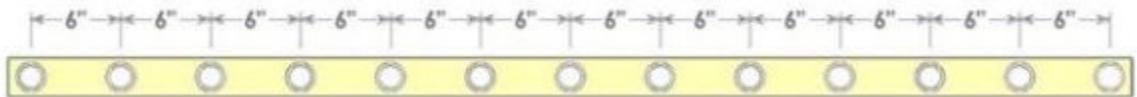
- Qty: As noted Below

This requirement includes a total of 51 Curtains.

- 1 Set
- 2 Sets to be provided to VA
- Size to be as follows:
  - Curtain Size 1
    - Quantity: 51
      - Length: 18” of Mesh / 78” of Fabric: Total Curtain Length = 96”
      - Width: 96”
  - Contract will be to verify, manufacture with the appropriate fabric and mesh height, hooks, embroidery, deliver and install cubicle curtains for each specified area. The Contracting Officer Representative (COR) is Rochelle Landowski.
  - Detailed area specifications are attached.
  - The contractor shall provide all labor, materials, equipment, transportation, and supervision necessary to satisfy the needs of each ordering activity.

Construction Specification

- 1) Height of Curtains to be as follows:
  - i) 18 inches below ceiling mounted track to a distance of not more than 10-12 inches from the floor and not less than 6 from the floor.
- 2) Width of Curtains to be as follows:
  - i) Not less than 110 percent fullness.
  - ii) Widths should be consistent within areas/buildings
  - iii) All seams to be French Seams
- 3) Provide all cubicle curtains from a single source.
- 4) Fabric substitutions: Not Permitted and must follow the attached schedule
- 5) Form top and bottom hems by a triple fold securely sewn with edges and panels seams 1-inch overlapped lock stitched.
- 6) Sew a temperature/identification label and cleaning instructions on the of hem of each curtain to identify the width, length, location of the curtain.
- 7) Embroider
  - a) the bottom right of each curtain.
  - b) Embroidery should be 2-inch in height, black, non-bleachable thread.
  - c) Embroider lettering: VA-UD-5 East
- 8) Fabricate curtains with a 18" mesh cloth with ½ inch holes.
  - a) Mesh to be flame retardant
    - i) Meets or exceeds NFPA 701
  - b) Anti-Microbial
  - c) Mildew Resistant,
  - d) Made of high denier nylon material that will withstand repeated washing, bleaching, and Dry cleaning.
  - e) Provide rust proof flat washed #1 nickel-plated ½ inch brass eyelets inserted in the top hem at 6 inches on center



- 9) Side Snap Closure to be provide in areas where multiple curtains are needed to ensure patient privacy.
  - a) Made from a heat resistant plastic durable snap.

Fabric Specifications:

- Manufacture: ArcCom / Dahlia X / 33281X Desert
- Finish(es): Finish-Free
- Width: 72" (183 cm)
- Railroad Note(s): Fabric shown railroaded
- Repeat: 32.25" (82 cm) Length x 36" (91 cm) Width
- Weight per Linear Yard: 14.04 oz
- Contents: 100% Trevira CS Polyester
- Cleaning Code: WS - Water / Solvent , Washable to 160 degrees Fahrenheit
- Flammability: ASTM E84 Class A / Class 1, NFPA 701
- Acoustics: NRC of 0.55 when draped flat, NRC of 0.75 when draped at 100% fullness, Test Method ASTM C 423
- Manufactured In: Germany

- Reversible
- Warranty: 3 years

Item #10: PC1.0 Patient Chair w/motion back

- Qty: 17
- Salient Characteristics and Basis of design: Carolina Serony Patient
- 1488-Motion-MT
- Upholstered seat and back
- Motion Back
- Clean-thru design
- Wall-saver design
- Tight cushion
- Luster grey powder coat on all exposed metal
  - Chalk (CHLK)
- Non-marring adjustable glides
- Removable Seat and Back Cover
- Solid surface arm cap
  - DMS – Deep Mink Solid Surface
- Fabric:
- Seat: Grade 6
  - Designtex / Metta / 2681-5012 / Forest
- Back: Grade 14
  - Designtex / Lumi / 3901-102 / Marsh

Item #11: PC1.1 - Metal Patient Ottoman

- Quantity: 17

Salient Characteristics and Basis of design:: Carolina Metal Patient Ottoman - 1479

- Universal Metal Ottoman
- Slanted Upholstered Top
- Non-marring adjustable glides
- Finishes:
  - Frame Finish: chalk (CHLK)
  - Fabric: Grade 14
    - Designtex / Lumi / 3901-102 / Marsh

Item # 12: PC1.2 Bariatric Patient Chair

- Qty: 17

Salient Characteristics and Basis of design: Carolina Serony Patient

- 1472-OB-MT
- Upholstered seat and back
- Removable Seat and back Cover
- Clean-thru design
- Wall-saver design
- Tight cushion
- Luster grey powder coat on all exposed metal
  - Chalk (CHLK)
- Non-marring adjustable glides
- Solid surface arm cap
  - DMS – Deep Mink Solid Surface

- Fabric:
- Seat: Grade 6
  - Designtex / Metta / 2681-5012 / Forest
- Back: Grade 14
  - Designtex / Lumi / 3901-102 / Marsh

## Item #13: PP1 – Physicians Stool

- Qty 22

## Salient Characteristics and Basis of design: Carolina / Stray

- 2501-B
- Base Color: Polished Aluminum
- Foot Ring: Polished Aluminum
- Seat & Back Color: Chalk
- Height Adjustable Pneumatic Lift located under seat
- 5-star base – Hard wheel casters
- With back
- 3 Seat Heights:
  - Physicians: 15.5-20.75" / 19.25-26.5"
  - Lab Stool: 23-33"
- Fabric: Grade 8
  - Designtex / Particle / 3048-801 / Pavement
- Standard Feature:
- Overall Dimensions: 26"w x 26"d x 29.25-36.5"h
- Seat Diameter: 16.25"w x 16.25"d x 19.25-26.5"h
- Inside Back 10"
- Foot ring diameter 20
- Height adjustable, pneumatic lift located under seat
- Black hard wheel casters are standard
- Frame Construction
  - Seat
    - Standard with 3/4", one-piece multicore hardwood plywood seat.
    - All plywood seats are fitted with Riveted "T" Nuts fixed on both sides of the plywood
    - Injection molded seat cover made out of polypropylene
  - Back
    - Optional plastic back is constructed of injection-molded, glass-reinforced nylon resin
    - Upholstery
    - Seat upholstery is available in hundreds of fabrics. All fabrics meet CAL Tech Bulletin 117-2013
  - Control
    - Rated up to 300 lbs.
    - Height adjustable with 360 ring actuator
  - Base
    - Low-profile chair base is manufactured of solid injection-molded, glass-reinforced nylon resin
    - Low-profile Polished Aluminum chair base is constructed from die cast aluminum and meets ANSI/BIFMA strength and durability requirements
  - Cylinder

- Our variety of Class 4 gas cylinders meet all applicable ANSI/BIFMA performance standards and GSA intensive use performance standards; including cyclic bending resistance criteria
- Casters
  - Nylon twin wheel casters are manufactured of injection-molded engineer grade nylon. The large pivot barrels provide a smooth visual transition to the chair base.
- Assembly
  - Self-locking, hardened steel, Hex/Socket/Phillips head bolts hold the seat control to the seat cover. All bolts are treated with "NYLOK" to prevent bolts from loosening due to vibration
- Foam
  - Seat
    - The seat cushion features 1.75" thick, high resilience molded foam
    - The IFD (Internal Force Detection) has been carefully selected for overall durability and comfort
    - CAL 117-2013
    - 50 IFD
    - 3.0lb. Density

#### Item #14: Wall Hung Folding Side Chair

- Qty 17

#### Salient Characteristics and Basis of design: Stance Kite Metal

- Metal Folding Chair, Upholstered Seat and Back
- Wallmount bracket
- 21"W x 22D x 34"H 20Lbs.
- 400lb weight capacity
- Contoured cushions provide ergonomic comfort
- Storage rail for mounting behind doors
- Standard with removable seat cushions for easy cleaning, repair, or replacement to extend product life
- Poly under seat panel
- 10 year warranty on folding chair including foam

Fabric – COM Designtex / Rainwater / 3837-201 / Amulet

Finish: SS – Smooth Silver

#### Item #15: GC2.0 – Guest Lounge Chair

- Qty: 11
- Brand Name Only: Carolina Serony Guest
  - 472-1-MT
- Upholstered seat and back
  - Removable Seat and Back Cover (H7)

- Clean-thru design
- Wall-saver design
- Tight cushion
- Luster grey powder coat on all exposed metal
  - Chalk (CHLK)
- Non-marring adjustable glides
- Solid surface arm cap
  - DMS – Deep Mink Solid Surface
- Fabric:
- Seat: Grade 8
  - Maharam / Scuba / 464930 / 016 Sapphire
- Back: Grade 16
  - Carnegie / Pike Print / 6350 1

## Item #16: GC2.1 – Guest Chair

- Qty: 11
- Brand Name Only: Carolina Serony Guest
  - 1472-MT
- Upholstered seat and back
  - Removable Seat and Back Cover (H7)
- Clean-thru design
- Wall-saver design
- Tight cushion
- Luster grey powder coat on all exposed metal
  - Chalk (CHLK)
- Non-marring adjustable glides
- Solid surface arm cap
  - DMS – Deep Mink Solid Surface
- Fabric:
- Seat: Grade 8
  - Maharam / Scuba / 464930 / 006 Mahogany
- Back: Grade 11
  - CF Stinson / Perspective 2.0 / PER208 / Pastoral

## Item #17: GC2.1 – Bariatric Guest Chair

- Qty: 2
- Brand Name Only: Carolina Serony Guest
  - 1472-OB - MT
- Upholstered seat and back
  - Removable Seat and Back Cover (H7)
- Clean-thru design
- Wall-saver design
- Tight cushion
- Luster grey powder coat on all exposed metal
  - Chalk (CHLK)
- Non-marring adjustable glides
- Solid surface arm cap
  - DMS – Deep Mink Solid Surface
- Fabric:

- Seat: Grade 8
  - Maharam / Scuba / 464930 / 006 Mahogany
- Back: Grade 11
  - CF Stinson / Perspective 2.0 / PER208 / Pastoral

Item #18: GC1.1 Dining Chair

- Qty 8

Salient Characteristics and Basis of Design: SPEC

- Urban
- Upholstered Seat & Back
  - Grade 4
  - Fabric: Momentum / Lasso CV / Tranquil
- 14 01 UP
- Plastic Back Cover - white
- Frame: 9016
- Arms Sterling Grey
- Standard Features
  - 0.875" frame
  - Frame in any Spectone color
  - Four-point stacks up to 8 high with dolly.
  - Four-point ships 1/carton 11 cu ft, 2-4/carton 22 cu ft
  - Wall-saving frame on Four-point
  - Polyurethane arms
  - Dimensions (inches)
    - seat H 18.0 / seat W 18.0 / arm H 27.0
    - Total H 32.5 /depth 22.0 t

Item #19: Dining Table

- Quantity: 1

Salient Characteristics and Basis of Design: Spec Furniture

- Size: 36" Diameter
- Laminate Top: Wilsonart Titanium EV
- PVC Edge: Sterling Grey
- Metal: 9016
- Manhattan X Base
  - Column uprights and feet are constructed of 14 gauge seam-welded cold rolled steel tube with the column and feet being 1 1/4". Both the feet and the columns are mandrel bent to shape, the columns coped, then welded to the feet. All welds are ground to a smooth finish. Tube ends are closed with high impact plastic caps. A solid steel 1/4" thick mounting plate 6" x 15" is welded to the top of the FT, FC, and FP models while a welded solid steel L bar is shaped to a square to allow communication and power modules to be placed in round/ square tops then drilled to accept 8- 3/4" deep root screws. The feet are finished with 5/16-18 screw-threaded durable plastic levelers
- HPL Laminate Tops

- Constructed of 3/4" NAUF (no added urea-formaldehyde) particle board (Phase 2 CARB compliant) core, covered and bonded with a water-based glue to a 1/16" high-pressure plastic laminate sheet on top and a plastic laminate backing sheet below for a sandwich top thickness of 7/8". The core is manufactured with 100% recycled material and is manufactured inside a FSC Certified manufacturing facility. The top density is 39 pounds per sq. in. The top edge is routed to accept our PVC molding (Flat, Bullnose or Rigid) to match or accent the top, or self edge and further bonded in place with a water based white glue.
- Edges: PVC
  - Edges are made from PolyCor G92B poly-vinyl choride (PVC) pellet material melted and extruded through one of several die-head profiles. The matching or accented PVC edge is both glued and fitted to the table core using a continuous tongue and groove system around the circumference of the table.

Room: 5E119

#### Item #20 – Dining Table

- Quantity: 1

Salient Characteristics and Basis of Design: Spec Furniture

- Size: 24"D x 48"W – Counter height
- Laminate Top: Wilsonart Titanium EV
- PVC Edge: Sterling Grey
- Metal: 9016
- Manhattan T Base
  - Column uprights and feet are constructed of 14 gauge seam-welded cold rolled steel tube with the column and feet being 1 1/4". Both the feet and the columns are mandrel bent to shape, the columns coped, then welded to the feet. All welds are ground to a smooth finish. Tube ends are closed with high impact plastic caps. A solid steel 1/4" thick mounting plate 6" x 15" is welded to the top of the FT, FC, and FP models while a welded solid steel L bar is shaped to a square to allow communication and power modules to be placed in round/ square tops then drilled to accept 8- 3/4" deep root screws. The feet are finished with 5/16-18 screw-threaded durable plastic levelers
- HPL Laminate Tops
  - Constructed of 3/4" NAUF (no added urea-formaldehyde) particle board (Phase 2 CARB compliant) core, covered and bonded with a water-based glue to a 1/16" high-pressure plastic laminate sheet on top and a plastic laminate backing sheet below for a sandwich top thickness of 7/8". The core is manufactured with 100% recycled material and is manufactured inside a FSC Certified manufacturing facility. The top density is 39 pounds per sq. in. The top edge is routed to accept our PVC molding (Flat, Bullnose or Rigid) to match or accent the top, or self edge and further bonded in place with a water based white glue.
  - Edges: PVC

- Edges are made from PolyCor G92B poly-vinyl choride (PVC) pellet material melted and extruded through one of several die-head profiles. The matching or accented PVC edge is both glued and fitted to the table core using a continuous tongue and groove system around the circumference of the table.

Room: 5E119

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#### **4.0 KICKOFF MEETING**

The prime contractor(s) shall participate in a kickoff meeting within (10) days of task order issuance, virtually or in person at the VA University Park campus. Time and date will be determined by the VA point of contact.

#### **5.0 SUBMISSION OF QUESTIONS**

All questions must be received by 4:00PM EST on 02/06/2023. All questions submitted for this solicitation must be sent electronically to the following email address [Hanna.Karmazyn@va.gov](mailto:Hanna.Karmazyn@va.gov). Questions received after the stated date and time may be addressed at the discretion of the Contracting Officer.

#### **6.0 SUBMISSION OF QUOTATION**

The contractor shall submit complete emailed electronic portable document format (pdf) or Microsoft Excel (xls) format of:

- a. Drawings (floorplans, isometrics, shop drawings, typicals, etc.)
- b. Complete manufacturer's product specifications
- c. Bill of materials tagged by CLIN/room number/department, etc.
- d. Quantity of man hours for labor/installation
- e. Product literature and warranty information
- f. Physical finish samples
- g. Price quote with separate lines for labor/installation and any fees

#### **7.0 DELIVERY and Installation**

Delivery and installation furniture must be managed and completed in coordination with VA Standards. No direct deliveries will be accepted by the VA; the vendor must arrange and be present for all deliveries. The VA will turn away any unscheduled deliveries at the vendor's expense. A project manager or project designer and installation foreman must be onsite during installation.

For furniture delivery, the combination freight/passenger elevator is available at no additional charge during normal business hours, which are 8:00am to 4:00pm Monday through Friday.

All deliveries are through the loading dock and must be scheduled 2 weeks prior to delivery. The loading dock can be congested at times.

For installation, the contractor/vendor is responsible for protecting the floors to and from the elevator and from the elevator to the workspace. Masonite is required for all floors as well as door jamb and corner protection. All transport carts and wheeled equipment must be checked and verified to ensure damage is not made by them. Any damage done to the space must be repaired within 90 days at the furniture vendor's expense.

Equipment contractor must provide and use:

- 1) HEPA drills
- 2) HEPA Shop-Vac
- 3) Hammer drill
- 4) Moving equipment

Deliveries must be scheduled through the interior design office before installation.

**7.1 Delivery:** All orders shall be delivered Free On-Board (FOB) destination to the delivery address listed.

**7.2 General Requirements for Services:** The dates and times for delivery, receipt and installation of furniture will be established by individual orders. Delivery, receiving and installation of furniture will be determined on the individual orders and may occur outside of normal duty hours to not interfere with patient care in accordance with the VAPHS order.

- a. When the Contractor requests to deliver, receive and/or install furniture outside normal duty hours. When these instances occur a written request shall be submitted to the VA Contracting Officer's Representative (COR) for authorization of the individual orders of this type. Written approval from the VA COR must be received before proceeding with the work. The request shall be submitted at least (5) five business days prior to the proposed performance of work, and it shall indicate the day(s), time, the amount of work, and the reason why performance is necessary outside normal duty hours.
- b. The Contractor shall be made aware of and must comply with local security policies and procedures in the task order. The Contractor will comply to these standards during all site visits on Governmental property. Contractor shall contact the VA COR at least 14 days prior to work start date to ensure compliance to any local security policies.
- c. The Contractor personnel shall present a professional appearance and shall have a uniform or some method of identifying them as an employee of the contractor. A VA badge will be provided and must be worn above the waist and be visible at all times while on government property.
- d. The Contractor shall ensure policies and procedures are established that protect the safety and welfare of customers, employees, and the community to minimize or eliminate safety or environmental risks.
- e. The Contractor shall be knowledgeable of and shall comply with all applicable federal, state, and local laws, Building Codes, Life Safety Codes, Occupational Health and Safety Administration (OSHA), ADA/ADAG, permits, VA design standards ([www.cfm.va.gov/til/dguide.asp](http://www.cfm.va.gov/til/dguide.asp)), and instructions required for the performance of the duties in the Statement of Work (SOW).
- f. The Contractor is responsible for ensuring that its firm and staff maintain any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records. The Government will not pay for expenses to meet this requirement.
- g. The Contractor is responsible for ensuring staff are trained and certified for planning

and installing product to maintain the integrity of the manufacturer's warranty.

## **Furniture, Design, and Installation Support Services**

### **Contract Tasks/Requirements**

- a. Contractor will be required to provide basic design services and layout for commodities purchased showing system/furniture submission. All designs of furniture layouts, including original designs and any subsequent redesigns, must be accomplished by a qualified professional Interior Designer with either a four (4) year Interior Design degree from an accredited school by the Council for Interior Design Accreditation (CIDA/FIDER), or 5 years of experience, and one year experience using contractor's software similar to that proposed for this contract.
- b. Contractor is required to provide installation drawings for furniture purchased based on field verification.
- c. Contractor shall place all orders, track orders, schedule deliveries and coordinate trucks with the manufacturer for manufacturing and delivery according to VA project schedule.
- d. Contractor shall be responsible for all field measurements whether in existing spaces or new construction. Contractor shall not rely on AutoCAD drawings for final measurements.
- e. Contractor shall perform installation services per task order SOW.
- f. Contractor must have a project manager/lead installer based on project size. Project manager/lead installer must have a minimum of 2 years of experience performing installation services in healthcare facilities.
- g. Contractor may be required to remove and/or relocate existing VA furnishings in coordination with VA Logistic Management Service and Interior Designer per the task order SOW.
- h. Contractor shall be familiar with VA campuses and various VA Outpatient Clinics, regulations, loading dock locations and hours of operations.
- i. Contractor must provide Proof of Insurance.
- j. Contractor shall provide 90 Days Free Storage once the complete bill of materials has been received at a conditioned facility that meets all building requirements including but not limited to the sprinkler, security, safety, temperature and environmental controls – as not to void furniture warranties.
- k. Contractor must notify VA of the specific location of any or all stored furniture.
- l. Contractor shall provide all necessary materials, equipment, labor, supervision, and Management to: (A) coordinate delivery; (B) load and unload; (C) place/install items in designated rooms/locations; (D) assemble items as required; (E) secure as designated; and (F) properly dispose of all associated packing/crating materials outside the VA premises.
- m. VA COR: to be specified at delivery/task order level.

**Protection of Property**

- a. The Contractor shall perform an inspection of the buildings and grounds with the COR prior to commencing work. Contractor shall protect all items from damage. The Contractor shall take precaution against damage to the buildings, grounds and furnishings. The Contractor shall repair or replace any items related to buildings or grounds damaged accidentally, or on purpose due to actions by the Contractor, utilizing materials of the same quality, size, grade and color, to match existing work.
- b. To ensure that the contractor shall be able to repair or replace any items, components, on the buildings or grounds damaged due to negligence and/or actions taken by the Contractor. The Contractor shall communicate with the COR to resolve all repairs beyond simple surface cleaning. Concurrence of the COR is required before the Contractor may perform any significant repair work. In all cases, repairs shall utilize materials of the same quality, size, texture, grade and color to match adjacent existing work.
- c. The Contractor shall be responsible for the security of the areas in which the work is being performed at all times prior to completion. The Contractor shall maintain accountability and control of any keys provided and shall return them to the COR upon completion of the work.
- d. Contractor shall provide floor protection while working in all VA facilities. All material handling equipment shall have rubber wheels.

**Delivery**

- a. Contractor shall contact the COR at least 14 business days prior to the start of work/shipping to ensure that the building is ready for install.
- b. In the event there is a delay in delivery, Contractor must notify the assigned VA COR immediately in writing, preferably via email.
- c. Contractor shall provide the COR with scheduled date and time that the delivery truck will be arriving at least 24 hours minimum in advance.
- d. Contractor must ensure that the driver of the delivery vehicle has copies of the Bill of Materials/delivery orders and shall not attempt to deliver any items before the scheduled delivery date.

**Receive and Unload**

- a. If the Contractor is unable to complete the assembly and placement of all unloaded items before the end of the workday, the Contractor will be responsible for moving these items to a secure location, until the next available work day. The Contractor will be responsible for moving the items from the overnight storage site to its designated position in the building.
- b. The Contractor shall verify and inspect all items. Any and all deficiencies (damage/overage/shortage) shall be brought to the attention of the assigned VA CO in writing, preferably via email, immediately upon identification.
- c. The Contractor shall store damaged items in the location designated by the COR. The

Contractor shall maintain a complete file of all documents relating to each discrepancy and copies of all Discrepancy Reports shall be forwarded to the COR on a daily basis.

- d. Contractor shall repair or coordinate with the COR for replacement of damaged, defective, or missing items.

### **Assembly and final acceptance**

- a. Contractor shall be responsible for all safety and security guidelines within the area in which work is being performed, to include securing any contractor-owned tools or equipment, and any on-site storage being utilized.
- b. The contractor shall install all items in accordance with each requirement statement and basic component floorplan, panel plan and electrical plan, designed and provided by the contractor with each task order.
- c. Contractor shall uncrate all items received and perform all required assembly in accordance with the manufacturers' instructions.
- d. Contractor shall prevent its personnel from entering any area other than the designated work area.
- e. The Contractor shall maintain a means of egress within all designated work areas to comply with fire codes.
- f. Contractor shall inspect to ensure that the furniture is free of surface dirt, clean and polished, free of defects, and that the installation is complete and ready for use.
- g. The Contractor shall do a final walkthrough with COR and provide a punch list before releasing crew for the day.

### **Jobsite Cleanliness**

- a. Contractor will be responsible for the removal and disposal of all trash/debris connected with uncrating and assembling all items installed under this contract.
- b. Final Acceptance by the Government will not occur until *all installed items have been wiped cleaned and* debris/dust connected with installation is removed from the VA site.
- c. Recyclable cardboard products shall be disposed of in accordance with applicable statutes, in respective containers. The contractor is responsible for providing trash containers at an offsite facility.
- d. Packing materials will not be stored in the buildings for any period exceeding 24 hours.
- e. The Contractor shall ensure its personnel eat, drink, or smoke only in designated areas.
- f. Personal trash (food wrappers, drink containers, etc.,) shall be removed from the site on a daily basis by the Contractor.

### **Warranty Items**

- a. The warranty of an item is to start on the date of acceptance of the products/services

by the Government VA COR..

- b. The Contractor agrees to furnish, without cost to the Government, replacement of all parts and material which are found to be defective during the warranty period. The cost of installation and travel of replacement material and parts shall be borne by the Contractor.

### **Project Management Turn Key Services with Furniture**

#### **Contract Tasks/Requirements**

- a. Based on provided furniture specifications for the individual order, the contractor shall provide a separate, typed document that matches the VA line item: including unit price and total price per provided quantity. Products or services that include multiple parts shall be listed within each line item and only the totals for the whole unit and total price per quantity provided will be provided. No additional line items will be added.
- b. Package to include PDFs of detailed and dimensioned: Plan, 2-D and 3-D drawings of each workstation (and/or) products with multiple parts list to represent exactly what is being included in the bid and to determine accuracy.
- c. Package to include a cut sheet with product detail for any alternate products.
- d. Package to list Labor/Services on a separate line item(s) than the product line items.
- e. Contractor shall be responsible for ordering, tracking and installing all specified items, managing and coordinating all deliveries for the installation schedule as approved by the VA COR.

#### **Design Contract Tasks/Requirements**

- a. As part of the request for design service quotes the contractor will provide a quote on a specifically requested scope of work/Project and provide a firm-fixed price.
- b. Contractor to provide end-user programming services, space planning, product specifications, and attend in-person end-user meetings with VA COR.
- c. Contractor to develop detailed specifications, conduct product research and assemble materials/finishes as approved by VA COR. Contractor to provide finished specification binder with cut sheets and material samples to the VA per the Statement of Work.
- d. Contractor to provide design services such as space planning, schematic design, specifications, finish boards, 2D/3D Rendered models, construction drawings, installation layouts in AutoCAD, Sketch Up, Revit, and Adobe Creative Suite Programs.
- e. Contractor shall comply with all Environmental Product specifications, tracking, and documentation building to obtain Leadership in Energy and Environmental Design (LEED) Credits for ongoing projects as needed.
- f. Contractor to provide Professional Project Management Services including field support, design, move and installation coordination and management from small to large scale projects per the SOW.

g. Contractor shall act in collaboration with VA COR and multi-disciplinary services such as IT, Housekeeping, Facilities, and In-House Construction Teams.

h. The contractor shall define and furnish the necessary hardware, software, and all other equipment necessary to accomplish design tasks. Standard equipment in addition to the hardware and software shall include but not limited to: reproduction machines, plotters, paper, pencils/pens/markers/highlighters, fax machines, email and office furniture.

i. The contractor shall be responsible for the collection of information relevant to the design/redesign of a space. Examples could include personnel interviews, questionnaires and walk-through inspections of the facility, as well as the existing furniture database (if available).

j. Services shall include site evaluation to ensure proper fit of the furniture within the given space and that all structural and other anomalies are taken into account.

k. The contractor is responsible for notifying the COR/Government Project Manager of all power requirements regarding location of communication, LAN and power junction boxes, with the expectation that the user will be responsible for providing and locating those junction boxes within 4'-0" of the ceiling penetration of the power pole location provided by the contractor and within the required distance on the wall for J-boxes.

l. If electrical power poles are needed in the design, the Design shall ensure that power poles do not protrude into main walkways.

m. Design shall ensure that all outlets included in the design are accessible to the user, free and clear of obstacles.

n. Design shall not allow more than four cubicles to be served by a single circuit.

o. Design shall ensure that no existing wall outlets or thermostats are covered or concealed by panels or other systems furniture components.

p. The contractor shall utilize any existing government product to its maximum as applicable when the project includes add-on parts to existing systems furniture.

q. All designs of furniture layouts, including original designs and any subsequent redesigns, must be accomplished by a qualified professional Interior Designer with either a four (4) year Interior Design degree from an accredited school by the Council for Interior Design Accreditation (CIDA/FIDER), or 5 years' experience, and one year experience using contractor's software similar to that proposed for this contract.

r. The contractor shall meet with the VA COR to review the installation drawings prior to submission of a final price quote.

s. The contractor shall provide additional drawings of furniture layouts, if requested by VA organizations in an unlocked electronically transmitted AutoCAD drawing set complete with any attached layers in both .dwg and .pdf formats unless otherwise specified in the contract.

t. The hardware/software utilized by the contractor shall perform computerized inventory, the computer aided design, automated take-off function, and report generation for all product purchased. The software for this contract shall be compatible software for AutoCAD. The software shall be fully compatible with Microsoft Windows, the most current version.

u. Design service shall include an initial complete design with up to three additional revisions prior to final approval.

v. Designs of each location shall include a Panel and Hardware Layout sheet for system and modular furniture: to include all finish colors and fabrics, panel widths (30", 36", 42", etc.), in 1/4" = 1'0" scale, in addition to display hardware, keys and locksets shall be included.

w. Design sheet layouts of each location shall include a Furniture Power Distribution sheet in 1/4" = 1'0" scale to include: the location of all powered panels, powered components, receptacles, communication ports, power poles, powered raceways, base electrical feeds and building connection points.

x. Designs of each location shall include a 3D drawing and/or elevations for a clear understanding of objects that cannot be seen in floor plan view.

y. Design/redesign timelines shall be expected:

aa. Design sheet layouts for all phases of design (initial, revisions and final) of 1-10 workstations shall be received within 3 business days unless otherwise directed in the contract.

bb. Design sheet layouts for all phases of design (initial, revisions and final) of 11-25 workstations shall be received within 5 business days unless otherwise directed in the contract.

cc. Design sheet layouts for all phases of design (initial, revisions and final) of 26-50 workstations shall be received within 7 business days unless otherwise directed in the contract.

dd. Design sheet layouts for all phases of design (initial, revisions and final) of 51-100 workstations shall be received within 10 business days unless otherwise directed in the contract.

ee. Design sheet layouts for all phases of design (initial, revisions and final) of 101-200 workstations shall be received within 15 business days unless otherwise directed in the contract.

ff. Design sheet layouts for all phases of design (initial, revisions and final) of 200+ workstations shall be received within 20 business days unless otherwise directed in the contract.

gg. Within five (5) business days after the final design has been accepted by the base requesting organization, a bill of materials detailing all inventory, and all plans including basic floor plan, moveable wall, panel and electrical layouts will be provided to the COR/ Government Project Manager for the project.

hh. Drawing changes required to a layout due to contractor errors or omissions shall be the responsibility of the contractor and the corrected drawing and bill of materials shall be delivered to the government within three (3) calendar days of the request.

ii. Contractor shall make the government aware of any discrepancies to existing conditions not previously identified.

### **Project Manager (PM) Requirements**

- a. PM shall be responsible for all communication with VA Interior Designer as pertaining to Requests for Information (RFIs), updates, design changes, notifications and installation scheduling in writing by email in addition to any phone conferences or in- person meetings.
- b. PM shall represent the Contractor, not the installation company.
- c. PM shall perform an on-site assessment of product and replacement of damaged product due to freight delivery.
- d. PM shall schedule arrival of the product and installation date.
- e. PM shall perform an on-site review of space and installation plans at least 5 business days in advance with VA COR.
- f. PM shall perform on-site visit and assess the area for any encumbrances (loading dock, path of travel, electrical/data need locations, etc.) that would be a potential delay to the project.
- g. PM shall be on-site during installation to answer any questions regarding product installation or space/area.
- h. PM shall perform on-site walk-through and punch list after installation with lead Installer and VA COR.
- i. PM shall provide final sign-off for completion of installation.

### **Protection of Property**

- a. The Contractor shall perform an inspection of the buildings and grounds with the COR prior to commencing work. Contractor shall protect all items from damage. The Contractor shall take precaution against damage to the buildings, grounds and furnishings. The Contractor shall repair or replace any items related to buildings or grounds damaged accidentally, or on purpose due to actions by the Contractor, utilizing materials of the same quality, size, grade and color, to match existing work.
- b. To ensure that the contractor shall be able to repair or replace any items, components, on the buildings or grounds damaged due to negligence and/or actions taken by the Contractor. The Contractor shall communicate with the COR to resolve all repairs beyond simple surface cleaning. Concurrence of the COR is required before the Contractor may perform any significant repair work. In all cases, repairs shall utilize materials of the same quality, size, texture, grade and color to match adjacent existing work.
- c. The Contractor shall be responsible for the security of the areas in which the work is being performed at all times prior to completion. The Contractor shall maintain accountability and control of any keys provided, and shall return them to the COR upon completion of the work.
- d. Contractor shall provide floor protection while working in all VA facilities. All material handling equipment shall have rubber wheels.

### **Delivery**

- a. Contractor shall contact the COR at least 14 business days prior to start of work/shipping to ensure that the building is ready for install.

- b. In the event there is a delay in delivery, Contractor must notify the assigned VA COR immediately in writing, preferably via email.
- c. Contractor shall provide the COR with scheduled date and time that the delivery truck will be arriving at least 24 hours minimum in advance.
- d. The contractor must ensure that the driver of the delivery vehicle has copies of the delivery order and shall not attempt to deliver any items before the scheduled delivery date.
- e. Contractor must be bonded and insured in accordance with standard commercial practices and state requirements for vehicles and trailers.
- f. Contractor shall provide 30 Days Free Storage once all items have been received from the bill of materials at a conditioned facility that meets all building requirements including but not limited to the sprinkler, security, safety, temperature and environmental controls – as not to void furniture warranties.

### **Receive and Unload**

- a. If the Contractor is unable to complete the assembly and placement of all unloaded items before the end of the workday, the Contractor will be responsible for moving these items to a secure location, until the next available work day. The Contractor will be responsible for moving the items from the overnight storage site to its designated position in the building.
- b. The Contractor shall verify and inspect all items. Any and all deficiencies (damage/overage/shortage) shall be brought to the attention of the COR.
- c. The Contractor shall store damaged items in the location designated by the COR. The Contractor shall maintain a complete file of all documents relating to each discrepancy and copies of all Discrepancy Reports shall be forwarded to the COR on a daily basis.
- d. Contractor shall repair or coordinate with the COR for replacement of damaged, defective, or missing items.

### **Assembly and final acceptance**

- a. Contractor shall be responsible for following all safety and security guidelines within the area in which work is being performed, to include securing and contractor-owned tools or equipment, and any on-site storage being utilized.
- b. The contractor shall install all furniture in accordance with each requirement statement and basic component floorplan, panel plan and electrical plan, designed and provided by the contractor with each task order.
- c. Contractor shall uncrate all items received and perform all required assembly in accordance with the manufacturers' instructions.
- d. Contractor shall prevent its personnel from entering any area other than the designated work area.
- e. The Contractor shall maintain a means of egress within all designated work areas to comply with fire codes.

f. Contractor shall inspect to ensure that the furniture is free of surface dirt, clean and polished, free of defects, and that the installation is complete and ready for use.

g. The Contractor shall do a final walkthrough with COR and provide a punch list before releasing crew for the day.

### **Jobsite Cleanliness**

a. Contractor will be responsible for the removal and disposal of all trash/debris connected with uncrating and assembling all furniture items installed under this contract.

b. Final Acceptance by the Government will not occur until all installed furniture items have been wiped cleaned and debris/dust connected with installation is removed from the VA site.

c. Recyclable cardboard products shall be disposed of in accordance with applicable statutes, in respective containers. The contractor is responsible for providing trash containers at an offsite facility.

d. Packing materials will not be stored in the buildings for any period exceeding 24 hours.

e. The Contractor shall ensure its personnel eat, drink, or smoke only in designated areas.

f. Personal trash (food wrappers, drink containers, etc.,) shall be removed from the site on a daily basis by the Contractor

### **Warranty Items**

a. The warranty of an item is to run from the date of acceptance of the products/services by the Government.

b. The Contractor agrees to, without cost to the Government, repair or replace of all parts and material which are found to be defective during the warranty period. The cost of installation and travel of replacement material and parts shall be borne by the Contractor.

### **7.0 Kickoff Meeting**

The prime contractor(s) shall participate in a contract kickoff meeting, in accordance with the terms of the first task order.

### **8.0 Quality Control Plan**

The Contractor is responsible for Contract Management and Quality Control. The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this SOW. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which the contractor ensures their work complies with the requirement of the contract.

The Contractor shall be responsible for quality control (QC) for all work accomplished during the performance of this contract. Work and documentation produced by the contract personnel may be regularly reviewed by the Contracting Officer Representative (COR).

## **Attachment B Services**

### **1.0 General Scope:**

The Veterans Health Administration (VHA) has a recurring requirement for healthcare furniture for the Medical Centers, the Community-Based Outpatient Clinics (CBOCs), the Vet Centers, and other outlying clinics and offices throughout the United States and its territories. This is an effort by VHA to streamline the acquisition process and obtain further discounted commercial pricing.

This requirement includes healthcare furniture, design, project management, furniture removal, professional installation and maintenance/warranty services. A Contracting Officer Representative (COR) may be assigned at the IDIQ ordering level.

The contractor shall provide all labor, materials, equipment, transportation, and supervision necessary to satisfy the needs of each ordering activity.

**2.0 Delivery:** All orders shall be delivered Free On-Board (FOB) destination to the delivery addresses listed in the individual orders placed against the IDIQ. Specific delivery/shipping information shall be determined at the individual order level.

**6.0 General Requirements for Services:** The dates and times for delivery, receipt and installation of furniture will be established by individual orders. Delivery, receiving and installation of furniture will be determined on the individual orders and may occur outside of normal duty hours to not interfere with patient care in accordance with the IDIQ order.

- a. When the Contractor requests to deliver, receive and/or install furniture outside normal duty hours. When these instances occur a written request shall be submitted to the VA Contracting Officer's Representative (COR) for authorization of the individual orders of this type. Written approval from the VA COR must be received before proceeding with the work. The request shall be submitted at least (5) five business days prior to the proposed performance of work, and it shall indicate the day(s), time, the amount of work, and the reason why performance is necessary outside normal duty hours.
- b. The Contractor shall be made aware of and must comply with local security policies and procedures in the task order. The Contractor will comply to these standards during all site visits on Governmental property. Contractor shall contact the VA COR at least 14 days prior to work start date to ensure compliance to any local security policies.
- c. The Contractor personnel shall present a professional appearance and shall have a uniform or some method of identifying them as an employee of the contractor. A VA badge will be provided and must be worn above the waist and be visible at all times while on government property.
- d. The Contractor shall ensure policies and procedures are established that protect the safety and welfare of customers, employees, and the community to minimize or eliminate safety or environmental risks.
- e. The Contractor shall be knowledgeable of and shall comply with all applicable federal, state, and local laws, Building Codes, Life Safety Codes, Occupational Health and Safety Administration (OSHA), ADA/ADAG, permits, VA design standards ([www.cfm.va.gov/til/dguide.asp](http://www.cfm.va.gov/til/dguide.asp)), and instructions required for the performance of the duties in the Statement of Work (SOW).
- f. The Contractor is responsible for ensuring that its firm and staff maintain any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records. The Government will not pay for expenses to meet this requirement.

- g. The Contractor is responsible for ensuring staff are trained and certified for planning and installing product to maintain the integrity of the manufacturer's warranty.

## **SV1 – Furniture, Design, and Installation Support Services**

### **Contract Tasks/Requirements**

- a. Contractor will be required to provide basic design services and layout for commodities purchased showing system/furniture submission. All designs of furniture layouts, including original designs and any subsequent redesigns, must be accomplished by a qualified professional Interior Designer with either a four (4) year Interior Design degree from an accredited school by the Council for Interior Design Accreditation (CIDA/FIDER), or 5 years of experience, and one year experience using contractor's software similar to that proposed for this contract.
- b. Contractor is required to provide installation drawings for furniture purchased based on field verification.
- c. Contractor shall place all orders, track orders, schedule deliveries and coordinate trucks with the manufacturer for manufacturing and delivery according to VA project schedule.
- d. Contractor shall be responsible for all field measurements whether in existing spaces or new construction. Contractor shall not rely on AutoCAD drawings for final measurements.
- e. Contractor shall perform installation services per task order SOW.
- f. Contractor must have a project manager/lead installer based on project size. Project manager/lead installer must have a minimum of 2 years of experience performing installation services in healthcare facilities.
- g. Contractor may be required to remove and/or relocate existing VA furnishings in coordination with VA Logistic Management Service and Interior Designer per the task order SOW.
- h. Contractor shall be familiar with VA campuses and various VA Outpatient Clinics, regulations, loading dock locations and hours of operations.
- i. Contractor must provide Proof of Insurance.
- j. Contractor shall provide 90 Days Free Storage once the complete bill of materials has been received at a conditioned facility that meets all building requirements including but not limited to the sprinkler, security, safety, temperature and environmental controls – as not to void furniture warranties.
- k. Contractor must notify VA of the specific location of any or all stored furniture.
- l. Contractor shall provide all necessary materials, equipment, labor, supervision, and Management to: (A) coordinate delivery; (B) load and unload; (C) place/install items in designated rooms/locations; (D) assemble items as required; (E) secure as designated; and (F) properly dispose of all associated packing/crating materials outside the VA premises.

- m. VA COR: to be specified at delivery/task order level.

### **Protection of Property**

- a. The Contractor shall perform an inspection of the buildings and grounds with the COR prior to commencing work. Contractor shall protect all items from damage. The Contractor shall take precaution against damage to the buildings, grounds and furnishings. The Contractor shall repair or replace any items related to buildings or grounds damaged accidentally, or on purpose due to actions by the Contractor, utilizing materials of the same quality, size, grade and color, to match existing work.
- b. To ensure that the contractor shall be able to repair or replace any items, components, on the buildings or grounds damaged due to negligence and/or actions taken by the Contractor. The Contractor shall communicate with the COR to resolve all repairs beyond simple surface cleaning. Concurrence of the COR is required before the Contractor may perform any significant repair work. In all cases, repairs shall utilize materials of the same quality, size, texture, grade and color to match adjacent existing work.
- c. The Contractor shall be responsible for the security of the areas in which the work is being performed at all times prior to completion. The Contractor shall maintain accountability and control of any keys provided and shall return them to the COR upon completion of the work.
- d. Contractor shall provide floor protection while working in all VA facilities. All material handling equipment shall have rubber wheels.

### **Delivery**

- a. Contractor shall contact the COR at least 14 business days prior to the start of work/shipping to ensure that the building is ready for install.
- b. In the event there is a delay in delivery, Contractor must notify the assigned VA COR immediately in writing, preferably via email.
- c. Contractor shall provide the COR with scheduled date and time that the delivery truck will be arriving at least 24 hours minimum in advance.
- d. Contractor must ensure that the driver of the delivery vehicle has copies of the Bill of Materials/delivery orders and shall not attempt to deliver any items before the scheduled delivery date.

### **Receive and Unload**

- a. If the Contractor is unable to complete the assembly and placement of all unloaded items before the end of the workday, the Contractor will be responsible for moving these items to a secure location, until the next available work day. The Contractor will be responsible for moving the items from the overnight storage site to its designated position in the building.
- b. The Contractor shall verify and inspect all items. Any and all deficiencies (damage/overage/shortage) shall be brought to the attention of the assigned VA CO in writing, preferably via email, immediately upon identification.

- c. The Contractor shall store damaged items in the location designated by the COR. The Contractor shall maintain a complete file of all documents relating to each discrepancy and copies of all Discrepancy Reports shall be forwarded to the COR on a daily basis.
- d. Contractor shall repair or coordinate with the COR for replacement of damaged, defective, or missing items.

### **Assembly and final acceptance**

- a. Contractor shall be responsible for all safety and security guidelines within the area in which work is being performed, to include securing any contractor-owned tools or equipment, and any on-site storage being utilized.
- b. The contractor shall install all items in accordance with each requirement statement and basic component floorplan, panel plan and electrical plan, designed and provided by the contractor with each task order.
- c. Contractor shall uncrate all items received and perform all required assembly in accordance with the manufacturers' instructions.
- d. Contractor shall prevent its personnel from entering any area other than the designated work area.
- e. The Contractor shall maintain a means of egress within all designated work areas to comply with fire codes.
- f. Contractor shall inspect to ensure that the furniture is free of surface dirt, clean and polished, free of defects, and that the installation is complete and ready for use.
- g. The Contractor shall do a final walkthrough with COR and provide a punch list before releasing crew for the day.

### **Jobsite Cleanliness**

- a. Contractor will be responsible for the removal and disposal of all trash/debris connected with uncrating and assembling all items installed under this contract.
- b. Final Acceptance by the Government will not occur until *all installed items have been wiped cleaned and* debris/dust connected with installation is removed from the VA site.
- c. Recyclable cardboard products shall be disposed of in accordance with applicable statutes, in respective containers. The contractor is responsible for providing trash containers at an offsite facility.
- d. Packing materials will not be stored in the buildings for any period exceeding 24 hours.
- e. The Contractor shall ensure its personnel eat, drink, or smoke only in designated areas.
- f. Personal trash (food wrappers, drink containers, etc.,) shall be removed from the site on a daily basis by the Contractor.

### **Warranty Items**

- a. The warranty of an item is to start on the date of acceptance of the products/services by the Government VA COR..
- b. The Contractor agrees to furnish, without cost to the Government, replacement of all parts and material which are found to be defective during the warranty period. The cost of installation and travel of replacement material and parts shall be borne by the Contractor.

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to

comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.
- (t) [Reserved]
- (u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL 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.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020

## C.3 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be

incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021

#### **C.4 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)**

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

852.203–70, Commercial Advertising.

852.209–70, Organizational Conflicts of Interest.

852.211–70, Equipment Operation and Maintenance Manuals.

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

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

852.214–73, Alternate Packaging and Packing.

852.214–74, Marking of Bid Samples.

852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.

852.215–71, Evaluation Factor Commitments.

852.216–71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.

852.216–72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.

852.216–73, Economic Price Adjustment—State Nursing Home Care for Veterans.

852.216–74, Economic Price Adjustment—Medicaid Labor Rates.

852.216–75, Economic Price Adjustment—Fuel Surcharge.

852.219–9, VA Small Business Subcontracting Plan Minimum Requirements.

- 852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.
  - 852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.
  - 852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.
  - 852.228–70, Bond Premium Adjustment.
  - 852.228–71, Indemnification and Insurance.
  - 852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.
  - 852.232–72, Electronic Submission of Payment Requests.
  - 852.233–70, Protest Content/Alternative Dispute Resolution.
  - 852.233–71, Alternate Protest Procedure.
  - 852.237–70, Indemnification and Medical Liability Insurance.
  - 852.246–71, Rejected Goods.
  - 852.246–72, Frozen Processed Foods.
  - 852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.
  - 852.270–1, Representatives of Contracting Officers.
  - 852.271–72, Time Spent by Counselee in Counseling Process.
  - 852.271–73, Use and Publication of Counseling Results.
  - 852.271–74, Inspection.
  - 852.271–75, Extension of Contract Period.
  - 852.273–70, Late Offers.
  - 852.273–71, Alternative Negotiation Techniques.
  - 852.273–72, Alternative Evaluation.
  - 852.273–73, Evaluation—Health-Care Resources.
  - 852.273–74, Award without Exchanges.
- (b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:
- 852.237–74, Nondiscrimination in Service Delivery.

(End of Clause)

(End of Addendum to 52.212-4)

## **C.5 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)**

(a) This solicitation includes .

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

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

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

(End of Clause)

## **C.6 VAAR 852.219-75 SUBCONTRACTING COMMITMENTS MONITORING AND COMPLIANCE (JUL 2018)**

(a) This solicitation includes the clause: 852.215-70 Service-disabled veteran-owned and veteran-owned small business evaluation factors. Accordingly, any contract resulting from this solicitation will include the clause 852.215-71 Evaluation factor commitments.

(b) The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) to assist in assessing Contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the Contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement"

to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

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

(End of Clause)

### **C.7 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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

### **C.8 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)**

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

*United States or its outlying areas* means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority*. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance*. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of Clause)

### **C.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)**

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

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

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

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

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

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

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

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

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

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

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

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

(5) [Reserved]

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

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

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

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

(10) [Reserved]

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

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

(13) [Reserved]

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

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

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

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

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

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

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

- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (JUN 2020) of 52.219-9.
- (v) Alternate IV (SEP 2021) of 52.219-9.
- (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (MAR 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ii) Alternate I (JULY 2014) of 52.222-35.
- (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (ii) Alternate I (JULY 2014) of 52.222-36.

(33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(44) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

(48) 52.225-1, Buy American—Supplies (NOV 2021) (41 U.S.C. chapter 83).

(49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (JAN 2021) of 52.225-3.

(iii) Alternate II (JAN 2021) of 52.225-3.

(iv) Alternate III (JAN 2021) of 52.225-3.

(50) 52.225–5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

Drawings, Line-Item Pricing Excel File & J&A

See attached document: UD\_5East DWG.

See attached document: 36C24423Q0352 Lineltems.

See attached document: P03.J&A

DWG file link: <https://www.dropbox.com/s/uepokzyzwest7r2/5East.dwg?dl=0>

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(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 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

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

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

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

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

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

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

### **E.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)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.211-6	BRAND NAME OR EQUAL	AUG 1999

#### **E.4 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:

**TIERED EVALUATIONS INCLUDING LARGE BUSINESS CONCERNS: This solicitation is being issued as tiered evaluation with the following tiers: (1) SDVOSB concerns, (2) VOSB concerns, (3) small business concerns with HUBZone small business concerns and 8(a) participants having priority; and (4) large business concerns. If award cannot be made, the solicitation will be cancelled and the requirement resolicited.**

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

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

(End of Provision)

(End of Addendum to 52.212-1)

## **E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (JUL 2020) (DEVIATION)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;  
or

(6) Have been voluntarily suspended.

*Sensitive technology—*

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

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

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

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

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

(1) Means a small business concern—

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

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

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

*Small business concern—*

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it  is,  is not a small business concern.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

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

(2) Foreign End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

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

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

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

Line item No.	Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign

end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin

[List as necessary]

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

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. (JUL 2020) (DEVIATION)* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Israeli End Products:

Line item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III (JUL 2020) (DEVIATION)*. If *Alternate III* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

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

Line item No.	Country of origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements (JUL 2020) (DEVIATION), is included in this solicitation.)

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

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

Other End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

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

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

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

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

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial

challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) *Common parent.*

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

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

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

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

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

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

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

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

End of Document