

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

1. REQUISITION NO. 125-23-3-1261-0031 PAGE 1 OF 79

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 36C24523Q1169 6. SOLICITATION ISSUE DATE 09-07-2023

7. FOR SOLICITATION INFORMATION CALL: a. NAME Veronica Dillard, veronica.dillard@va.gov b. TELEPHONE NO. (No Collect Calls) 8. OFFER DUE DATE/LOCAL TIME 09-15-2023 2:00PM EDT

9. ISSUED BY Department of Veterans Affairs RPO East Network Contracting Office 5 849 International Drive Linthicum MD 21090 CODE 36C245 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: 334220  HUBZONE SMALL BUSINESS  EDWOSB SIZE STANDARD: 1250 Employees  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

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

15. DELIVER TO Department of Veterans Affairs Chief of Staff to USH (10B) Attn: Jonathan Badrian 810 Vermont Avenue, NW Washington DC 20420 CODE 16. ADMINISTERED BY Department of Veterans Affairs RPO East Network Contracting Office 5 849 International Drive Linthicum MD 20420 CODE 36C245

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY PAYMENT WILL BE MADE BY FSC e-Invoice Payment Invoice must be submitted electronically http://www.fsc.va.gov/einvoice.asp Invoice Setup Information 1-877-489-6135 PHONE: FAX: TELEPHONE NO. UEI: EFT:

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

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The Contractor shall provide a Broadcast Video Production an Graphics System. See Statement of Need on Page 15.</p> <p>Submit quote along with the signed SF1449 with the Price/Cost Schedule on Page 4 completed.</p> <p>*This is a brand name or equal requirement.</p> <p>All questions must be submitted no later than 09/13/2023 to veronica.dillard@va.gov at 1:00 PM (EST)</p> <p>Award will be made based on Lowest Price Technically Acceptable.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Veronica B. Dillard NCO515L2-3821 31c. DATE SIGNED

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

Phone:  
POC:  
Email:

b. GOVERNMENT: Contracting Officer 36C245  
Department of Veterans Affairs  
RPO East  
Network Contracting Office 5  
849 International Drive  
Linthicum MD 21090

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  Monthly in Arrears after Inspection of Products Shipped

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.

Dept of Veterans Affairs  
FSC-Invoice Payment  
<http://www.fsc.va.gov/einvoice.asp>  
Invoice Setup Information: 1-877-489-6135  
Invoices Must Be Submitted Electronically

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

AMENDMENT NO	DATE

## B.2 PRICE/COST SCHEDULE

### ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	12G-SDI 75-Ohm UHD 4K Mini Coax Cable (Manufacturer: Belden) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: 4855	2.00	EA		
0002	12Ghz Mini RG59 BNC Connectors for 4855R Cables (Manufacturer: Belden) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: 4855RBUHD3 B50	4.00	EA		
0003	Smartphone Gimbal (Manufacturer: Benro) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: 3XSLITE	4.00	EA		
0004	Blackmagic HyperDeck Studio 4K Pro (Manufacturer: Black Magic) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: HYPERD/ST/DG4P	6.00	EA		
0005	Smartview 4K Broadcast monitor PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: HDL-SMTV4K12G2	4.00	EA		
0006	SmartScope Duo 4K Rack Mounted (Manufacturer: Blackmagic) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and	4.00	EA		

	Reproducing Equipment LOCAL STOCK NUMBER: HDL-SMTWSCOPEDUO4K		
<b>0007</b>	3.00 EA 27inch Studio Reference4K Monitor (Manufacturer: Boland) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: X4K 27aHDR5-OL		
<b>0008</b>	1.00 EA 43inch Broadcast Digital 4K Monitor (Manufacturer: Boland) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: 4K 43bHDR3		
<b>0009</b>	10.00 EA Clear-Comm Beltpacks (Manufacturer: Clear-Com) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: FSII-BP19-X4-US		
<b>0010</b>	1.00 EA Clear-Comm Central Communication base-station (Manufacturer: Clear-Com) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: ARCADIA-X4-16P		
<b>0011</b>	2.00 EA Clear-Comm Transceiver (Manufacturer: Clear-Com) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: FSII-TCVR-19-US		
<b>0012</b>	10.00 EA Single ear headset (Manufacturer: Clear-Com) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: CC-300-X4		
<b>0013</b>	2.00 EA		

	Charger (Manufacturer: Clear-Com) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: AC60			
<b>0014</b>		10.00	EA	
	Battery (Manufacturer: Clear-Com) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: BAT60			
<b>0015</b>		5.00	EA	
	Beltpack mounting kit (Manufacturer: Clear-Com) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: BP-Mount			
<b>0016</b>		1.00	EA	
	Portable Video Switcher (Manufacturer: Datavideo) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: HS-3200			
<b>0017</b>		3.00	EA	
	PTZ video camera (Manufacturer: Datavideo) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: PTC-300			
<b>0018</b>		1.00	EA	
	Camera Control unit for operations (Manufacturer: Datavideo) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: RMC-180MKII			
<b>0019</b>		1.00	EA	
	High impact case (Manufacturer: Datavideo) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and			

Reproducing Equipment	
LOCAL STOCK NUMBER: HC800-FS	
<b>0020</b>	2.00 EA Dinkum Systems 3013 FlexiMount (Manufacturer: Dinkum) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: 3013
<b>0021</b>	4.00 EA ETC Source Four led Series 3 lights (Manufacturer: ETC) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: 7462A1050
<b>0022</b>	2.00 EA ETC 50 degree Lens Tube (Manufacturer: ETC) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: 746A2008
<b>0023</b>	2.00 EA ETC Lens Tubes for Source 4 lights 36degrees (Manufacturer: ETC) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: 706A2048
<b>0024</b>	1.00 EA Fujinon Broadcast Zoom lens (Manufacturer: Fujinon) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: ZA124.5BRD-S10
<b>0025</b>	2.00 EA Handheld camera stabilizer (Manufacturer: Glidecame) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: GLXRPRO
<b>0026</b>	3.00 EA

			Hard Case for PXW280 Camera (Manufacturer: HPRC) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: Z280-2600-W-01
<b>0027</b>	2.00	EA	Hard Case for FX6 Camera (Manufacturer: HPRC) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: FX6-2550W-01
<b>0028</b>	4.00	EA	Laird Digital Cinema Locking 3-Pin 15A Type A Cable to AC Wall Plug (Manufacturer: Laird) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: PWRCN-ACIN-50
<b>0029</b>	2.00	EA	TH-M Hands Free Monopod Kit (Manufacturer: Libec) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: TH-M KIT
<b>0030</b>	3.00	EA	Bi-Color LED flight kit with Batteries (Manufacturer: Litepanels Lykos) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: 935-3192
<b>0031</b>	1.00	EA	Messenger Bag for the Sony Alpha 1 (Manufacturer: PortaBrace) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: MS-ALPHA1
<b>0032</b>	4.00	EA	

			Sachtler Ace XL Tripod 75mm Bowl (Manufacturer: Sachtler) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: 1019C
<b>0033</b>	6.00	EA	Omnidirectional laval microphone (Manufacturer: Sennheiser) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: MKE2-P-C
<b>0034</b>	4.00	EA	4K Studio Broadcast video cameras (Manufacturer: Sony) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: HDC3200L
<b>0035</b>	4.00	EA	Camera Control Unit (Manufacturer: Sony) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: HDCU3500L
<b>0036</b>	4.00	EA	7"LCD Viewfinder (Manufacturer: Sony) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: HDVFL750
<b>0037</b>	3.00	EA	4K XDCAM Video Cameras (Manufacturer: Sony) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: PXWZ280
<b>0038</b>	2.00	EA	Cinema Camera with lens (Manufacturer: Sony) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing

	PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: ILMEFFX6VK		
<b>0039</b>	1.00 EA _____ A1 Mirrorless Camera (Manufacturer: Sony) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: ILCE-1		
<b>0040</b>	6.00 EA _____ 320GM Memory Card (Manufacturer: Sony) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: CEAG320T		
<b>0041</b>	1.00 EA _____ FE 24-70mm F/2.8 FM II lens (Manufacturer: Sony) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: SEL2470GM2		
<b>0042</b>	4.00 EA _____ Lithium-Ion Battery Pack (Manufacturer: Sony) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: BPU100		
<b>0043</b>	4.00 EA _____ Headphones (Manufacturer: Sony) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: MDR7506		
<b>0044</b>	2.00 EA _____ Cfexpress Type A/SD Reader (Manufacturer: Sony) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: MRWG2		
<b>0045</b>	2.00 EA _____		

				Recharge Lithium-ion battery (Manufacturer: Sony) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: NPFZ100
<b>0046</b>	3.00	EA		VariZoom Controller (Manufacturer: VariZoom) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: VZ-ROCK
<b>0047</b>	1.00	EA		Audio and Video Monitoring (Manufacturer: Wohler) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: iVAM-12 (8124-0100)
<b>0048</b>	2.00	EA		FX6 Unified Accessory Kit (Pro) (Manufacturer: Wooden Camera) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: 283800
<b>0049</b>	2.00	EA		PL-Mount To E-Mount Pro lens adapter Kit (Manufacturer: Wooden Camera) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: 283200
<b>0050</b>	1.00	EA		Yamaha Audio Console/Mixer (Manufacturer: Yamaha) PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: QL5
<b>0051</b>	1.00	LT		Clear-Com equipment installation and training. PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment

Manufacturing  
 PRODUCT/SERVICE CODE: 5836 - Video Recording and  
 Reproducing Equipment  
 LOCAL STOCK NUMBER: Training

<b>0052</b>	1.00	LT		
Sony equipment installation and training. PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: Training				
<b>0053</b>	1.00	LT		
Yamaha equipment installation and training. PRINCIPAL NAICS CODE: 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing PRODUCT/SERVICE CODE: 5836 - Video Recording and Reproducing Equipment LOCAL STOCK NUMBER: Training				

**GRAND TOTAL**

### B.3 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	2.00	
0002	4.00	
0003	4.00	
0004	6.00	
0005	4.00	
0006	4.00	
0007	3.00	
0008	1.00	
0009	10.00	
0010	1.00	
0011	2.00	
0012	10.00	
0013	2.00	
0014	10.00	
0015	5.00	
0016	1.00	

<b>0017</b>	3.00
<b>0018</b>	1.00
<b>0019</b>	1.00
<b>0020</b>	2.00
<b>0021</b>	4.00
<b>0022</b>	2.00
<b>0023</b>	2.00
<b>0024</b>	1.00
<b>0025</b>	2.00
<b>0026</b>	3.00
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<b>0032</b>	4.00
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<b>0038</b>	2.00
<b>0039</b>	1.00
<b>0040</b>	6.00
<b>0041</b>	1.00
<b>0042</b>	4.00
<b>0043</b>	4.00
<b>0044</b>	2.00
<b>0045</b>	2.00
<b>0046</b>	3.00
<b>0047</b>	1.00
<b>0048</b>	2.00
<b>0049</b>	2.00
<b>0050</b>	1.00

<b>0051</b>	1.00
<b>0052</b>	1.00
<b>0053</b>	1.00

## B.4 STATEMENT OF NEED

### 1. Title of Project: VHA Broadcast Equipment Modernization

**2. Background:** The VHA Broadcast Center located at VA Central Office (810 Vermont Avenue, NW, DC) maintains a professional video production studio, which supports VA's senior leaders' communications needs. The facility must maintain a high state of readiness to support exigent or emergent video production requirements. VHA Broadcast Center productions are distributed nationwide to VA employees and the public by various distribution modalities.

The VHA Broadcast Center continues to improve production capabilities in support of communication needs for the Department of Veterans Affairs. Modernizing VHA Broadcast Centers equipment is a part of this process, which includes implementing 4k digital cinema equipment and production techniques. We are adopting digital cinema production using camera, lenses and recording systems based on the 35mm CMOS imager which provides increased dynamic range, uncompressed 4:4:4 HD output and can use industry standard PL mount cinema optics.

The purpose of these camera systems is to support event productions at the VHA Broadcast Center and remote locations to include conference recording, remote townhalls, as well as on location live and event documentation.

**3. Objective:** To modernize and replace an end-of-life broadcast audio console, studio and field video cameras, and an intercom communications system. **(This equipment will not be connected to the VA LAN or WAN.)**

**4. Scope:** The contractor shall provide the listed products with specific characteristics as part of VHA Broadcast Center's equipment modernization.

#### 4.1. Specific Salient Characteristic Traits:

The Contractor shall provide equipment Brand Name or Equal, to meet the existing government environment:

1. **Cable, Brand Name or Equal.**  
**Manufacturer: Belden**  
**4855R-1000-BLK (12G Cable)**  
**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- 1000 feet RG-59 Mini video cable
- 23 AWG, 75-Ohm 12G SDI 4K signals
- PVC, PE insulation, Foil & Shielding

2. **Connectors, Brand Name or Equal.**  
**Manufacturer: Belden**  
**4855RBUHD3 B50 (connectors)**  
**Quantity: 4**

**Salient characteristics:** The contractor shall provide:

- Suitable for HD/UHD 12G 6G 1080p

**3. Gimbal, Brand Name or Equal.**

**Manufacturer: Benro**

**3XSLITE (gimbal)**

**Quantity: 4**

**Salient characteristics:** The contractor shall provide:

- Foldable Design 24-hour battery life
- Supports 8.9oz & 3.5inches wide

**4. Deck, Brand Name or Equal.**

**Manufacturer: Blackmagic**

**HYPERSPEED/ST/DG4P (Deck)**

**Quantity: 6**

**Salient characteristics:** The contractor shall provide:

- 1RU recorder and playback full 4K
- Front-panel buttons and jog wheel, LCD
- ProRes and DNxHD H.264.H.265 10Bit
- Timecode, Reference & RS-422 in/out

**5. Monitor, Brand Name or Equal.**

**Manufacturer: Blackmagic**

**HDL-SMTV4K12G2 (monitor)**

**Quantity: 4**

**Salient characteristics:** The contractor shall provide:

- 2x multi-rate 12G SDI inputs
- Dual 3D LUT support
- Upscales SD/HD to UHD
- 19inch rack-mountable; 6 RU

**6. Monitor, Brand Name or Equal.**

**Manufacturer: Blackmagic**

**HDL-SMTWSCOPE4K (monitor)**

**Quantity: 4**

**Salient characteristics:** The contractor shall provide:

- 3 RU unit RGB, YUV Parade Histogram
- Waveform, Vector scope, Tally
- Auto format sensing & selection

**7. Monitor, Brand Name or Equal.**

**Manufacturer: Boland**

**X4K 27aHDR5-OL (monitor)**

**Quantity: 3**

**Salient characteristics:** The contractor shall provide:

- 12G SDI, 3G SDI (Quad Link SQ or 2Si)
- HDMI 2.0 1,000,000:1 CR, 99%

- Non-glare, WFM, VEC, audio meters

**8. Monitor, Brand Name or Equal.**

**Manufacturer: Boland**  
**4K 43bHDR3 (monitor)**  
**Quantity: 1**

**Salient characteristics:** The contractor shall provide:

- 12G SDI, 3G SDI (Quad Link SQ or 2Si)
- HDMI 2.0, WFM, VEC, audio meters
- Color space 2020, P3, 709, 601, EBU

**9. Belt-pack, Brand Name or Equal.**

**Manufacturer: Clear-Com**  
**FSII-BP19-X4-US (Belt-pack)**  
**Quantity: 10**

**Salient characteristics:** The contractor shall provide:

- Functions with Arcadia Central Station
- 1.9 GHz operations
- Volume swap between A&C B&D

**10. Intercom, Brand Name or Equal.**

**Manufacturer: Clear-Com**  
**ARCADIA-X4-16P (Base-Station)**  
**Quantity: 1**

**Salient characteristics:** The contractor shall provide:

- Dante and Analog interface
- Fast front panel touch screen with tactile control
- 4 and 2 wire connection points

**11. Transceiver, Brand Name or Equal.**

**Manufacturer: Clear-Com**  
**FSII-TCVR-19-US (Transceiver)**  
**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- Function with Arcadia Central
- Support 5 belt-packs
- Green LED status indicator on top and bottom

**12. Headset, Brand Name or Equal.**

**Manufacturer: Clear-Com**  
**CC-300-X4 (headset)**  
**Quantity: 10**

**Salient characteristics:** The contractor shall provide:

- Single Ear, Medium weight XLR F 4pin with Dynamic Mic
- Flexible gooseneck microphone positioning
- High ambient-noise attenuation headphones

**13. Charger, Brand Name or Equal.**

**Manufacturer: Clear-Com**

**AC60 (Charger)**

**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- 5-way drop in battery and belt-pack charger

**14. Battery, Brand Name or Equal.**

**Manufacturer: Clear-Com**

**BAT60 (Battery)**

**Quantity: 10**

**Salient characteristics:** The contractor shall provide:

- 20 hours of operation with each charge
- Operates with FSII-BP19 belt-packs
- Charge time is 2.5 hours

**15. Mount, Brand Name or Equal.**

**Manufacturer: Clear-Com**

**BP-Mount (Mount)**

**Quantity: 5**

**Salient characteristics:** The contractor shall provide:

- Belt-pack mounting kit for FSII-BP

**16. Mobile video switcher, Brand Name or Equal.**

**Manufacturer: Data video**

**HS-3200 (portable switcher)**

**Quantity: 1**

**Salient characteristics:** The contractor shall provide:

- SDI 4:2:2 processing
- 6x SDI outputs assignable and 3X HDMI assignable
- 4x Balanced XLR inputs and 2x Balanced XLR outputs

**17. PTZ Camera, Brand Name or Equal.**

**Manufacturer: Data video**

**PTC-300 (PTZ)**

**Quantity: 3**

**Salient characteristics:** The contractor shall provide:

- HDMI and SDI connections, control protocol
- 1/1.8 CMOS sensor with 8.42Mega Pixels

**18. Camera Control, Brand Name or Equal.**

**Manufacturer: Data video**

**RMC-1800MKII (camera control)**

**Quantity: 1**

**Salient characteristics:** The contractor shall provide:

- Point to point camera control
- RS-422 x 4, control protocol
- Monochrome display

**19. Hard case, Brand Name or Equal.**

**Manufacturer: Data video**

**HC800-FC (hardcase)**

**Quantity: 1**

**Salient characteristics:** The contractor shall provide:

- Water and dust resistant

**20. Microphone holder, Brand Name or Equal.**

**Manufacturer: Dinkum**

**3013 (holder)**

**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- Strong Flexible Arm
- Quick setup

**21. Source four LED light, Brand Name or Equal.**

**Manufacturer: ETC**

**746A1050 (light)**

**Quantity: 4**

**Salient characteristics:** The contractor shall provide:

- X7 Color Array System
- Multiple Control Options via DMX
- 50,000 hour LED life

**22. Lens Tube, Brand Name or Equal.**

**Manufacturer: ETC**

**746A2008 (50-degree lens tube)**

**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- Fits new and existing source 4 fixture bodies
- Advanced, dual aspheric lenses with anti-reflective coatings
- 50 degrees

**23. Lens tube, Brand Name or Equal.**

**Manufacturer: ETC**

**706A2048 (36-degree lens tube)**

**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- Fits new and existing source 4 fixture bodies
- Advanced, dual aspheric lenses with anti-reflective coatings
- 36 Degrees

**24. Lens, Brand Name or Equal.**

**Manufacturer: Fujinon**

**ZA124.5BRD-S10 (Lens)**

**Quantity: 1**

**Salient characteristics:** The contractor shall provide:

- 4.5mm super wide angle zoom lens
- Full servo with ergonomic digital grip
- Outstanding optical performance

**25. Stabilizer Brand Name or Equal.**

**Manufacturer: Glidecame**

**GLXRPO (Stabilizer)**

**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- 10pound payload
- Three-Axis with foam handgrip
- Dynamic balance, telescoping center post

**26. Hard Case, Brand Name or Equal.**

**Manufacturer: HPRC**

**Z280-2600-W-01 (hard case)**

**Quantity: 3**

**Salient characteristics:** The contractor shall provide:

- Water and dust resistant
- Custom cut foam insert, hard shell
- Wheeled Case with pull handle

**27. Hard Case, Brand Name or Equal.**

**Manufacturer: HPRC**

**FX6-2550W-01 (hardcase)**

**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- Water and dust resistant
- Custom cut foam insert, hard shell
- Wheeled Case with pull handle

**28. Power-cable, Brand Name or Equal.**

**Manufacturer: Laird**

**PWRCN-ACIN-50 (power-cable)**

**Quantity: 4**

**Salient characteristics:** The contractor shall provide:

- Locking 3-Pin
- 15A Type A cable to AC Wall Plug

**29. Monopod, Brand Name or Equal.**

**Manufacturer: Libec**

**MDR7506 (Monopod)**

**Quantity: 2**

**Salient characteristics:** *The contractor shall provide:*

- Load capacity 9 lb.
- Standing base allows swivel, tilt
- 65mm bowl and bowl clamp

**30. Field lights, Brand Name or Equal.**

**Manufacturer: Litepanels Lykos**

**935-3192 (lights)**

**Quantity: 3**

**Salient characteristics:** The contractor shall provide.

- Bi-Color LED with Batteries
- 3 Nano 6' stands, with hardcase
- Diffusion panel

- 31. Case, Brand Name or Equal.**  
**Manufacturer: PortaBrace**  
**MS-ALPHA1 (Soft case)**  
**Quantity: 1**

**Salient characteristics: The contractor shall provide:**

- Water-resistant 1000-D cordura nylon
- Three pockets for memory card

- 32. Tripod, Brand Name or Equal.**  
**Manufacturer: Sachtler**  
**1019C (Tripod)**  
**Quantity: 4**

**Salient characteristics: The contractor shall provide:**

- 17.6 lb. capacity fluid head
- 75mm bowl diameter
- 8-step counterbalance

- 33. Microphone, Brand Name or Equal.**  
**Manufacturer: Sennheiser**  
**MKE2-P-C (Microphone)**  
**Quantity: 6**

**Salient characteristics: The contractor shall provide:**

- Omnidirectional for consistent levels
- Dual-diaphragm design
- Frequency-adjustment cap
- Requires phantom-power

- 34. Studio Broadcast Camera, Brand Name or Equal.**  
**Manufacturer: Sony**  
**HDC3200L (Camera)**  
**Quantity: 4**

**Salient characteristics: The contractor shall provide:**

- 2/3-inch 4K CMOS imager
- Global shutter for crisp imaging
- Simultaneous HDR and SDR

- 35. Camera Control Unit, Brand Name or Equal.**  
**Manufacturer: Sony**  
**HDCU3500L (CCU)**  
**Quantity: 4**

**Salient characteristics:** The contractor shall provide:

- Half rack width 3U form factor
- 12G-SDI and 4K capable
- Long distance signal capable

- 36. Viewfinder, Brand Name or Equal.**  
**Manufacturer: Sony**  
**HDVFL750 (viewfinder)**  
**Quantity: 4**

**Salient characteristics:** The contractor shall provide:

- 4K and HD production 7inch LCD
- 1000:1 high contrast ratio WFM function
- External 3G-SDI input connector

- 37. ENG Style Camera, Brand Name or Equal.**  
**Manufacturer: Sony**  
**PXWZ280 (Camera)**  
**Quantity: 3**

**Salient characteristics:** The contractor shall provide:

- ½ type 3CMOS sensor
- 4K 4:2:2 10bit images
- Fixed lens

- 38. Cinema Camera Brand Name or Equal.**  
**Manufacturer: Sony**  
**ILMEFX6VK (Cinema Camera with 24-105mm lens)**  
**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- 4K full-frame w/15 stops of dynamic range and high sensitivity
- Fast Hybrid AF, phase-detection, and Eye AF tracking
- Electronically controlled optical variable ND filter
- Selectable 12G/6G/3G SDI up to 16bit RAW 4K output

- 39. DSLR Full Frame Camera, Brand Name or Equal.**  
**Manufacturer: Sony**  
**ILCE-1 (Full Frame Camera)**  
**Quantity: 1**

**Salient characteristics:** The contractor shall provide:

- 50.1 MP up to 30fps
- 8k, self-timer
- Continuous Drive Speed
- Pixel shift Multi shooting mode

- 40. Memory Card, Brand Name or Equal.**  
**Manufacturer: Sony**  
**CEA-G320T (Card)**  
**Quantity: 6**

**Salient characteristics:** The contractor shall provide:

- Transfer speed 800MB/s
- Capacity 320 GB
- Tough and durable impact moisture resistant

- 41. Lens, Brand Name or Equal.**  
**Manufacturer: Sony**  
**SEL2470GM2 (Lens)**  
**Quantity: 1**

**Salient characteristics:** The contractor shall provide:

- FE 24-70mm F2.8 GM II Full Frame
- Dust and moisture resistant weight 24.6oz
- Liner response MF for precise, repeatable manual focus control

- 42. Battery, Brand Name or Equal.**  
**Manufacturer: Sony**  
**BPU100 (Battery)**  
**Quantity: 4**

**Salient characteristics:** The contractor shall provide:

- Lithium-Ion rechargeable battery
- 97Wh Capacity
- 4-LED Gauge

**43. Headphones, Brand Name or Equal.**

**Manufacturer: Sony**  
**MDR7506 (headphones)**  
**Quantity: 4**

**Salient characteristics:** The contractor shall provide:

- Dynamic, Impedance 63 Ohms
- Power 1,000mW, cord length 9.8 feet, 8.1oz

**44. Reader, Brand Name or Equal.**

**Manufacturer: Sony**  
**MRWG2 (Card reader)**  
**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- SuperSpeed up to USB 10Gbps
- Supports high-resolution images 4K
- Compatible with CFexpress Type A and SDXC/SDHC cards

**45. Battery, Brand Name or Equal.**

**Manufacturer: Sony**  
**NP-FZ100 (Battery)**  
**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- Rechargeable battery
- Approx. 3oz
- 7.2 V/16.4 Wh (2,280mAh)

**46. Controller, Brand Name or Equal.**

**Manufacturer: VariZoom**  
**VZ-ROCK (zoom controller)**  
**Quantity: 3**

**Salient characteristics:** The contractor shall provide:

- Data button provides onscreen info
- Built in 40" LANC Cable
- Iris adjustment with F+ & F-

**47. Audio monitor, Brand Name or Equal.**

**Manufacturer: Wholer**  
**iVAM-12 (8124-0100) (audio monitor)**  
**Quantity: 1**

**Salient characteristics:** The contractor shall provide:

- 2 x 12G 3G/HD/SD analog inputs
- 64 presets
- Measures audio loudness using ITU-R BS.1770 or EBU R128

**48. Accessory Kit, Brand Name or Equal.**

**Manufacturer: Wooden Camera**

**283800 (Accessory Kit)**

**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- Unified baseplate with 15mm rod clamps
- V-Mount battery plate

**49. Lens Adapter, Brand Name or Equal.**

**Manufacturer: Wooden Camera**

**283200 (Lens Adapter)**

**Quantity: 2**

**Salient characteristics:** The contractor shall provide:

- Support ring collar
- Converts camera E mount to PL mount

**50. Audio console, Brand Name or Equal.**

**Manufacturer: Yamaha**

**QL5 (console)**

**Quantity: 1**

**Salient characteristics:** The contractor shall provide:

- 64 mono + 8 stereo input mixing channels
- 32 Analog inputs with 16 Analog Outputs
- AES/EBU Digital out
- Word Clock I/O
- Dante 64/64 In/Out

5. Applicable Documents: None

6. Mandatory Items to be Delivered:

Table 1, Mandatory Deliverable Table

Deliverable	Description	Quantity	Due Date
6.1_1	Belden – 4855P-1000-BLK (12G Cable) <b>Brand Name or Equal</b>	2	<i>Expectation is 120 days after award</i>
6.1_2	Belden - 4855RBUHD3 B50 (connectors) <b>Brand Name or Equal</b>	4	<i>Expectation is 120 days after award</i>
6.1_3	Benro - 3XSLITE (gimbal) <b>Brand Name or Equal</b>	4	<i>Expectation is 120 days after award</i>
6.1_4	Blackmagic - HYPERD/ST/DG4P (Deck) <b>Brand Name or Equal</b>	6	<i>Expectation is 120 days after award</i>
6.1_5	Blackmagic - HDL-SMTV4K12G2 (monitor) <b>Brand Name or Equal</b>	4	<i>Expectation is 120 days after award</i>
6.1_6	Blackmagic - HDL-SMTWSCOPEDUO4K (monitor) <b>Brand Name or Equal</b>	4	<i>Expectation is 120 days after award</i>
6.1_7	Boland - X4K 27aHDR5-OL (monitor) <b>Brand Name or Equal</b>	3	<i>Expectation is 120 days after award</i>
6.1_8	Boland - 4K 43bHDR3 (monitor) <b>Brand Name or Equal</b>	3	<i>Expectation is 120 days after award</i>
6.1_9	Clear-Com - FSII-BP19-X4-US (Belt-pack)	10	<i>Expectation is 120 days after award</i>

Deliverable	Description	Quantity	Due Date
6.1_10	Clear-Com - ARCADIA-X4-16P (Base-Station)	1	<i>Expectation is 120 days after award</i>
6.1_11	Clear-Com - FSII-TCVR-19-US (Transceiver)	2	<i>Expectation is 120 days after award</i>
6.1_12	Clear-Com - CC-300-X4 (headset)	10	<i>Expectation is 120 days after award</i>
6.1_13	Clear-Com - AC60 (Charger)	2	<i>Expectation is 120 days after award</i>
6.1_14	Clear-Com - BAT60 (Battery)	10	<i>Expectation is 120 days after award</i>
6.1_15	Clear-Com - BP-Mount (Mount)	5	<i>Expectation is 120 days after award</i>
6.1_16	Datavideo - HS-3200 (Portable switcher) <b>Brand Name or Equal</b>	1	<i>Expectation is 120 days after award</i>
6.1_17	Datavideo - PTC-300 (PTZ camera) <b>Brand Name or Equal</b>	3	<i>Expectation is 120 days after award</i>
6.1_18	Datavideo - RMC-1800MKII (Camera control) <b>Brand Name or Equal</b>	1	<i>Expectation is 120 days after award</i>

<b>Deliverable</b>	<b>Description</b>	<b>Quantity</b>	<b>Due Date</b>
6.1_19	Datavideo - HC800-FC (hardcase) <b>Brand Name or Equal</b>	1	<i>Expectation is 120 days after award</i>
6.1_20	Dinkum - 3013 (Microphone clamp) <b>Brand Name or Equal</b>	2	<i>Expectation is 120 days after award</i>
6.1_21	ETC - 746A1050 (light) <b>Brand Name or Equal</b>	4	<i>Expectation is 120 days after award</i>
6.1_22	ETC - 746A2008 (50-degree lens tube) <b>Brand Name or Equal</b>	2	<i>Expectation is 120 days after award</i>
6.1_23	ETC - 706A2048 (36-degree lens tube) <b>Brand Name or Equal</b>	2	<i>Expectation is 120 days after award</i>
6.1_24	Fujinon - ZA124.5BRD-S10 (Lens) <b>Brand Name or Equal</b>	1	<i>Expectation is 120 days after award</i>
6.1_25	Glidecame – GLXRPO (Stablizer) <b>Brand Name or Equal</b>	2	<i>Expectation is 120 days after award</i>
6.1_26	HPRC - Z280-2600-W-01 (Hardcase) <b>Brand Name or Equal</b>	3	<i>Expectation is 120 days after award</i>
6.1_27	HPRC - FX6-2550W-01 (Hardcase) <b>Brand Name or Equal</b>	2	<i>Expectation is 120 days after award</i>

<b>Deliverable</b>	<b>Description</b>	<b>Quantity</b>	<b>Due Date</b>
6.1_28	Laird - PWRCN-ACIN-50 (Power-cable) Brand Name or Equal	4	<i>Expectation is 120 days after award</i>
6.1_29	Libec - MDR7506 (Monopod) Brand Name or Equal	2	<i>Expectation is 120 days after award</i>
6.1_30	Litepanels - Lykos - 935-3192 (Light kit) Brand Name or Equal	3	<i>Expectation is 120 days after award</i>
6.1_31	PortaBrace - MS-ALPHA1 (Bag case) Brand Name or Equal	1	<i>Expectation is 120 days after award</i>
6.1_32	Sachtler - 1019C (Tripod) Brand Name or Equal	4	<i>Expectation is 120 days after award</i>
6.1_33	Sennheiser - MKE2-P-C (Microphone) Brand Name or Equal	6	<i>Expectation is 120 days after award</i>
6.1_34	Sony - HDC3200L (Broadcast Camera) Brand Name or Equal	4	<i>Expectation is 120 days after award</i>
6.1_35	Sony - HDCU3500L (CCU) Brand Name or Equal	4	<i>Expectation is 120 days after award</i>
6.1_36	Sony - HDVFL750 (Viewfinder) Brand Name or Equal	4	<i>Expectation is 120 days after award</i>

<b>Deliverable</b>	<b>Description</b>	<b>Quantity</b>	<b>Due Date</b>
6.1_37	Sony - PXWZ280 (ENG Camera) Brand Name or Equal	3	<i>Expectation is 120 days after award</i>
6.1_38	Sony - ILMEFX6VK (Cinema Camera W24-105mm lens) Brand Name or Equal	2	<i>Expectation is 120 days after award</i>
6.1_39	Sony - ILCE-1 (Full Frame Camera) Brand Name or Equal	1	<i>Expectation is 120 days after award</i>
6.1_40	Sony - CEA-G320T (Card) Brand Name or Equal	6	<i>Expectation is 120 days after award</i>
6.1_41	Sony - SEL2470GM2 (Lens) Brand Name or Equal	1	<i>Expectation is 120 days after award</i>
6.1_42	Sony - BPU100 (Battery) Brand Name or Equal	4	<i>Expectation is 120 days after award</i>
6.1_43	Sony - MDR7506 (Headphones) Brand Name or Equal	4	<i>Expectation is 120 days after award</i>
6.1_44	Sony - MRWG2 (Card reader) Brand Name or Equal	2	<i>Expectation is 120 days after award</i>
6.1_45	Sony - NP-FZ100 (Battery) Brand Name or Equal	2	<i>Expectation is 120 days after award</i>

<b>Deliverable</b>	<b>Description</b>	<b>Quantity</b>	<b>Due Date</b>
6.1_46	VariZoom - VZ-ROCK (Zoom controller) Brand Name or Equal	3	<i>Expectation is 120 days after award</i>
6.1_47	Wholer - iVAM-12 (8124-0100) (Audio monitor) Brand Name or Equal	1	<i>Expectation is 120 days after award</i>
6.1_48	Wooden Camera - 283800 (Accessory Kit) Brand Name or Equal	2	<i>Expectation is 120 days after award</i>
6.1_49	Wooden Camera - 283200 (Lens Adapter) Brand Name or Equal	2	<i>Expectation is 120 days after award</i>
6.1_50	Yamaha - QL5 (Audio console) Brand Name or Equal	1	<i>Expectation is 120 days after award</i>
6.1_51	Clear-Com Installation & Training (Intercom system) Brand Name or Equal	1	<i>Expectation is 180 days after award</i>
6.1_52	Sony Installation & Training (Broadcast Studio Cameras) Brand Name or Equal	1	<i>Expectation is 180 days after award</i>
6.1_53	Yamaha Installation & Training (Audio Console) Brand Name or Equal	1	<i>Expectation is 180 days after award</i>

#### 6.1 Ancillary Services and Deliverables:

##### 6.1.1 Delivery

- Contractor must deliver the audio console, studio video cameras, and intercom communication system to address specifics listed in section 6, table 1.

### 6.1.2 Installation

- This shall include the audio console, studio video cameras, and intercom communication system with onsite integration, configuration, and testing.

### 6.1.3 Training

- Contractor shall deliver operational training on the audio console, studio video cameras, and intercom communication system within 180 days after award.

## 7. Evaluated Optional Tasks and Deliverables: None

## 8. Quality Control:

8.1 Contractor's Quality Control Program: The Contractor shall develop and maintain an effective internal quality control program to ensure that services performed are in accordance with the SOW. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a min requirement, the Contractor shall internally develop quality control procedures that address the areas identified below in the Delivery Requirements Summary (DRS).

8.2 Delivery and Performance Monitoring: Contractor's delivery will be monitored by the PM/COR in accordance with the DRS.

The PM/COR will perform random inspection of the services covered under this contract. The PM/COR will certify receipt of goods and recommends acceptance of the services/deliverables. This process will be used for approval of payment for the contractor's invoices and will serve as the mechanism to document that the overall performance of the contractor has been acceptable for the period covered by the invoice.

DRS: The deliverables below, the Performance Standard is defined as work being completed with the established timeframes.

Delivery Indicator	Delivery Standard	Minimum Acceptable Standard	Method of Surveillance	Frequency
All equipment delivered	Receiving the equipment by 120 days.	99% or less instances where items were not received and accepted within due date.	Invoice Receipt	Once – delivered no later than 120 days.
Integration, configuration, testing, training.	Services completed by 180 days.	99% or less instances where items were not received and accepted within period of performance.	Progress report.	Once – delivered no later than 180 days.

**9. Government-Furnished Equipment (GFE)/Government Furnished Information (GFI):**

There will be no GFE equipment issued on this contract. **None of this equipment will be placed on the VA LAN or WAN.**

**10. Place of Delivery and Performance:** VA Central Office (VACO) 810 Vermont Avenue N.W., 8<sup>th</sup> floor, Washington DC, 20420. 8:00am to 4:30pm local time, Monday through Friday or as otherwise specified.

**11. Observance of Government Holidays.** There are 11 Federal holidays set by law (USC Title 5 Section 6103). Under current definitions, four are set by date:

New Year's Day	January 1
Martin Luther King's Birthday	Fourth Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	Third Monday in June
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Christmas Day	December 25

If any of the above falls on a Saturday, then Friday shall be observed as a holiday. Similarly, if one falls on a Sunday, then Monday shall be observed as a holiday. The other six holidays are set by a day of the week and month:

**12. Formal Acceptance or Rejection of Deliverables:** The Government will review each deliverable within five business days and provide comments. The Contractor shall have two business days to incorporate the Government's comments and make appropriate revisions.

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

(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. 4701 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):

<https://www.acquisition.gov/browse/index/far>

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

<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
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023

(End of Clause)

## C.3 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation letter shall be furnished to the Contractor.

(End of Clause)

## C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of Clause)

## C.5 VAAR 852.211-70 EQUIPMENT OPERATION AND MAINTENANCE MANUALS (NOV 2018)

The Contractor shall follow standard commercial practices to furnish manual(s), handbook(s) or brochure(s) containing operation, installation, and maintenance instructions, including pictures or illustrations, schematics, and complete repair/test guides, as necessary, for technical medical equipment and devices, and/or other technical and mechanical equipment provided per CLIN(s). The manuals, handbooks or brochures shall be provided in hard copy, soft copy or with electronic access instructions, consistent with standard industry practices for the equipment or

device. Where applicable, the manuals, handbooks or brochures will include electrical data and connection diagrams for all utilities. The documentation shall also contain a complete list of all replaceable parts showing part number, name, and quantity required.

(End of Clause)

## **C.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)**

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

### **C.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)

### **C.8 VAAR 852.246-71 REJECTED GOODS (OCT 2018)**

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

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

(End of Clause)

(End of Addendum to 52.212-4)

## C.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JUN 2023)

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

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

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

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

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

(5) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

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

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

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

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

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

(5) [Reserved]

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

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

(8) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

(9) 52.209–6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

(11) [Reserved]

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

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

(14) [Reserved]

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

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

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

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

(17) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

(18)(i) 52.219–9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

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

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

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

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

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

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

(20) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

(21) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(22) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

(23) (i) 52.219–28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).

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

(24) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

(25) 52.219–30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

(26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(27) I(26) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

(28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(29) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

(30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

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

(ii) Alternate I (FEB 1999) of 52.222-26.

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

(ii) Alternate I (JUL 2014) of 52.222-35.

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

(ii) Alternate I (JUL 2014) of 52.222-36.

(34) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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

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

(37) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

(39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

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

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

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

(43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

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

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

(45) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(47) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

(49)(i) 52.225-1, Buy American—Supplies (OCT 2022) (41 U.S.C. chapter 83).

(ii) Alternate I (OCT 2022) of 52.225–1.

(50)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19

U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

(ii) Alternate I [Reserved].

(iii) Alternate II (DEC 2022) of 52.225-3.

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

(v) Alternate IV (OCT 2022) of 52.225-3.

(51) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

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

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

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

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

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

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

(ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vi) 52.219–8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause

## SECTION E - SOLICITATION PROVISIONS

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

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

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

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

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

(k) [Reserved]

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

## E.2 SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

OFFEROR MUST ENSURE THAT ITS QUOTE IS SUBMITTED TIMELEY TO ENSURE DELIVERY AND RECEIPT BY THE DUE DATE AND TIME IDENTIFIED IN BOX 8 ON THE SF1449 (Page 1 of the solicitation). LATE QUOTES WILL NOT BE ACCEPTED.

Quotes may be submitted by:

1. Email to Veronica.Dillard@va.gov

**Type of award:** This contract will be awarded as a Fixed Price contract. Award will be made based on Lowest Price Technically Acceptable.

**Offeror must:**

- (a) Complete Box 12, 17a, 26, and 30a-c of the SF 1449 (Page 1) of the solicitation. Provide the legal entity name, address, telephone number and UEI identifier in Box 17a.
- (b) Complete Section B.1., Contractor POC information.
- (c) Complete Section B.2 Price/Cost Schedule: You must enter price quotes for each Line Item. You may separately include a narrative explanation of the criteria, assumptions and the like that was taken into consideration to arrive at the quoted prices.
- (d) Return all pages of the RFQ 36C24523Q1169 as final quote.

(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.3 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):

<https://www.acquisition.gov/browse/index/far>  
<https://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
52.211-6	BRAND NAME OR EQUAL	AUG 1999
852.223-70	INSTRUCTIONS TO OFFERORS—SUSTAINABLE ACQUISITION PLAN	SEP 2019

### E.4 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or

obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

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

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

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

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

(d) *Representations.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of Provision)

#### **E.5 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

#### **E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Department of Veterans Affairs  
VISN 5 Contracting  
849 International Drive  
Linthicum MD 21090  
Mailing Address:

Department of Veterans Affairs  
VISN 5 Contracting  
849 International Drive  
Linthicum MD 21090

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

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

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

objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

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

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

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

(End of Provision)

## **E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)**

(a) Any protest filed by an interested party shall—

- (1) Include the name, address, fax number, email and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)**

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: [EDProtests@va.gov](mailto:EDProtests@va.gov).

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

(End of Addendum to 52.212-1)

## **E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

*Sensitive technology—*

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

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

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

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

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

(1) Means a small business concern—

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

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

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

*Small business concern—*

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

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

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

(2) Foreign End Products:

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

[List as necessary]

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

[List as necessary]

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

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

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

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

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

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

Line item No.	Country of origin


[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

[List as necessary]

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

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

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

Israeli End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

Line item No.	Country of origin

[List as necessary]

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

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

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

Other End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

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

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

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

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted

domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

*(Do not use a “doing business as” name)*

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

*(Do not use a “doing business as” name)*

*(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

*(r) Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark “Unknown”).

Predecessor legal name: \_\_\_\_\_.

*(Do not use a “doing business as” name).*

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror’s own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

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

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

(2) The Offeror represents that—

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

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

(End of Provision)