

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES</b>				1. REQUISITION NO. 619-23-3-4490-0272 619C35204		PAGE 1 OF 40	
<b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>							
2. CONTRACT NO. 36C24723P0666		3. AWARD/EFFECTIVE DATE AWARDED: EFFECTIVE: 05-01-2023		4. ORDER NO.		5. SOLICITATION NUMBER 36C24723Q0563	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Derrell Calhoun				b. TELEPHONE NO. (No Collect Calls) 786-325-3652	
9. ISSUED BY Department of Veterans Affairs VISN 7 Network Contracting Activity 501 Greene Street Hatcher Building - Suite 2 Augusta GA 30901				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 517810 SIZE STANDARD: \$35 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs VISN 7 Network Contracting Activity 501 Greene Street  Augusta GA 30901				16. ADMINISTERED BY Department of Veterans Affairs VISN 7 Network Contracting Activity 501 Greene Street Hatcher Building - Suite 2 Augusta GA 30901			
17a. CONTRACTOR/OFFEROR VTG GROUP  121 ROSEWOOD DR  LA VERNIA TX 78121		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2 (101) Financial Services Center P.O. Box 149971 Austin TX 78714-9971  PHONE: FAX:		19. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		Please note this is a service for the facility. Please reach out to the POC to schedule this service within 3 business days. Contractor shall provide the service outlined in the SOW.  POC: Dirks, Jason-jason.dirks@va.gov CS: Derrell Calhoun -derrell.calhoun@va.gov COR: Dirks, Jason- jason.dirks@va.gov  Please use PO # 61935204 for all invoicing.  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA 619-23-3-4490-0272 619C35204				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$495,931.97			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input type="checkbox"/>				29. AWARD OF CONTRACT: REF. 36C24723Q0563 OFFER DATED 04-18-2023. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR Dennis L Perez				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Dennis L Perez /CEO		30c. DATE SIGNED 04/28/2023		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sheryl D. Harris Contracting Officer		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:

Dennis Perez

Fax: 888-290-3648

b. GOVERNMENT: Contracting Officer 36C247

Department of Veterans Affairs

VISN 7 Network Contracting Activity

501 Greene Street

Hatcher Building - Suite 2

Augusta GA 30901

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 ☒ Invoice after completion of work.

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

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

**B.2 PRICE/COST SCHEDULE-ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	P-25 DIGITAL TRUNKED RADIO SYSTEM FOR FIVE LOCATION AT CAVHCS (2400 HOSPITAL ROAD, TUSKEGEE, AL 36083; 215 PERRY HILL ROAD, MONTGOMERY, AL 36109; 6910 RIVER ROAD, COLUMBUS, GA 31904; 6635 BRASS ROAD, BLDG. 9214, FT. BENNING, GA 31905; AND 8105 VETERANS WAY, MONTGOMERY, AL 36117) INCLUDES ALL ITEMS OF COMPONENTS WITH DISTRIBUTED ARCHITECTURE AND IP-ADDRESSING FOR CONVENTIONAL ASTRO K-CORE. HOSPITAL ROAD AND PERRY HILL ROAD SITES INCLUDE CENTRAL VOTERS.	1.00	AT	\$154,758.050000	\$146,758.08
0002	FOR P-25 DIGITAL TRUNKED RADIO SYSTEM FOR CAVHCS. MUTUAL AID TIE-IN. INCLUDES 4 LINE ITEMS OF COMPONENTS TO CONNECT EXISTING EQUIPMENT.	1.00	AT	\$36,609.280000	\$36,609.28
0003	PROFESSIONAL SERVICES. INCLUDES 21 LINE ITEMS OF SERVICES, NOT ALL BUT INCLUDES: SITE INSTALLATION, PROGRAMMING & CONFIGURATION, COVERAGE & OPS TESTING, WARRANTIES, MAINTENANCE, NETWORK CONNECTIONS, ETC.	1.00	JB	\$255,130.600000	\$255,130.60
0004	SERVICE MANUALS	2.00	EA	N/C	\$0.00
0005	USER MANUALS	2.00	EA	N/C	\$0.00
0006	P-25 DIGITAL TRUNKED RADIO SYSTEM FOR CAVHCS POLICE DISPATCH, 2400 HOSPITAL ROAD, TUSKEGEE, AL 36083. INCLUDES ALL ITEMS INCLUDING COMPONENTS WITH CONSOLE, WORSTATIONS AND LICENSES FOR TOTAL SYSTEM FUNCTIONALITY	1.00	AT	\$57,434.040000	\$57,434.04
				<b>GRAND TOTAL</b>	<b>\$495,931.97</b>

**ACCOUNTING AND APPROPRIATION DATA**

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	619-3630152-4490-840700 Police Service-3151 UTIL\T\OPR EQP NOT CAP-010044175	619-23-3-4490-0272 (P)	<b>\$495,931.97</b>

## B.3 DELIVERY SCHEDULE

### Statement of Work (SOW) P-25 Digital Trunked Radio System Procurement

#### 1. Introduction

The Central Alabama VA Health Care System (CAVHCS), located at 2400 Hospital Road Tuskegee, AL 36083 plans to procure a complete Digital Trunked Radio System with repeaters permitting redundancies in system functionality. The system must be able to provide seamless radio coverage across all our campuses to include our Perry Hill, MVAC, Tuskegee, Ft. Benning, and Poydasheff locations. Our furthest west campus in Alabama should be able to communicate with our furthest east campus in Georgia.

#### 2. Information

The Contractor shall furnish all necessary parts, labor, materials, equipment and transportation for one (1) complete Digital Trunked Radio System for the CAVHCS and additional clinics in accordance with the Statement of Work, and all terms, conditions, and provisions of this contract. The System shall be used to provide routine daily internal communications for employees in VA Police Service. Additionally, the system will be utilized to provide communications throughout the facility under emergency situations or outages of normal communications systems. Radios operating on narrow band frequencies must meet the intent of the P25 compliant document for Health Care facilities. The system must provide a console and 2 base/mobile radios to VA Police Service that establish interoperability with all community police and emergency services and meet the requirement of P25 compliance as they are on a non-VA network. Utilizing the DSL line, it will be able to connect to the Perry Hill, MVAC, Tuskegee, Ft. Benning, and Poydasheff locations.

#### 3. Product Specifications and Quantities

The Contractor shall provide a Digital platform radio system with repeaters permitting redundancies in system functionality. The system shall have capability that select users can over-ride all other users to transmit critical and timely information. The system shall be able to accommodate no less than 6 channels of use with talk-groups to permit specific project discussions without tying up main channels. All digital radios shall be programmed for cross-functionality. Transfer of service from current analog system to digital system shall occur at non-peak hours to ensure minimal disruption of services.

Combine 2-way radio capabilities with digital technology. Utilize 23 existing frequencies (163.237500 MHZ, 163.362500 MHZ, 172.687500 MHZ, 167.862500MHZ, 163.087500 MHZ, 169.587500 MHZ, 162.212500 MHZ, 169.012500 MHZ, 173.812500 MHZ, 165.425000 MHZ, 163.262500 MHZ, 164.062500 MHZ, 172.300000 MHZ, 171.012500 MHZ, 166.137500 MHZ, 170.187500 MHZ, 166.200000 MHZ, 165.425000 MHZ, 164.875000 MHZ, 413.862500 MHZ, 168.362500 MHZ, 162.612500 MHZ, 170.587500 MHZ.) and complete any coordination/adaptations with the Federal Communications System as necessary. Must be able to communicate within each service or cross functionally with other services on the system. The IT specifications are as follows:

1. The System WILL NOT be connected to the VA Network.
2. There is no SERVER being utilized.

3. The System is encrypted through the Contractor, built in through the radio and encrypted by the P25 analog compliance 128-bit trunk.
4. Police will need IP address for system on separate internet line...**NOT VA NETWORK.**
5. **DSL connection will be required for the Internet.**
6. There is no recording of any transmissions.

Radio salient features for digital system:

- Noise and static filtering.
- Integrated GPS
- Select radios will be programmed to have full over-ride of all channels/frequencies
- Extended battery life
- Manufacturer warranty
- Easily visible display
- Silent alert of incoming message option
- Can function either via repeater, direct radio-to-radio or via IP connection

Repeater Salient features:

- Trunked system
- Connects all 5 repeaters to maximize user capacity
- Ability to operate in analog mode if needed
- Connect to IP system to enhance coverage of system
- Transmit interrupt capability
- Uninterruptable Power Supply for backup and lightening protection

Control Stations:

- Digital Communications
- Visible display
- Configurable as dispatch or control station
- Initiates emergency to non-responsive units
- Can function either via repeater, direct radio-to-radio or via IP connection

Multi-Channel Remote:

- Alphanumeric display
- Programmable buttons
- Volume control knob
- Front speaker

The Digital Radio System must be capable of communicating with the following agencies: create "talk groups" as necessary:

- Montgomery Police Department
- Montgomery County Sheriff
- Tuskegee Police Department

- Macon County Sheriff
- Columbus Police Department
- Fort Benning Military Federal Police
- Muscogee County Sheriff
- VA Engineering
- VA Emergency Management for Incident Control
- VA Fire Dept.

The complete Digital Radio System shall consist of the following components or equivalents (this list is not all inclusive – Contractor must field verify and notify if changes must be made):

Qty	Description #
<b>CAVHCS EAST CAMPUS: 2400 HOSPITAL ROAD TUSKEGEE, AL 36083</b>	
1	TB9400 Single 100Watts Chassis Assembly
1	TB9400 Reciter 136-156MHz
1	TB94 Linear PA 136-174MHz 100Watts
1	TB9000 Power Management Unit ACDC48volts with Aux12volts
1	Cable cord 2m USA/CAD IEC black
1	P25 Common Air Interface (CAI)
1	Digital Fixed Station Interface
1	Central Voter
1	19" EQUIPMENT RACK
1	ICT's ICT1600-48SBC 48 VDC 30 A 1 RU power supply with TCP/IP Ethernet, battery backup and LVD. ICT platinum series DC power supplies bring a new level of performance, functionality, and remote management to wireless base station applications. The 1 RU platinum series provides 800 or 1600 W of power and is available with 12, 24, or 48 VDC output. It provides an ideal DC power solution for wireless communications professionals
4	DEKA's Unigy 1 100 Ah top terminal sealed lead acid TELCO batteries
200	The RFS 810921-701 CELLFLEX 7/8 in coaxial cable has improved attenuation and VSWR over previous RFS cables. This 50 Ohm coaxial cable has a foam dielectric, annular corrugated copper outer conductor and a copper tube center conductor. The transmission line operates with a maximum frequency capacity of 5.0 GHz.
2	OMNI FIT Premium N Female
1	DIM MALE CONNECTOR 7/8 RFS CABLE
1	POLYPHASER's IS-50NX-C0-MA 1.5 – 700 MHz general coverage flange mount
1	GROUND KIT SINGLE REPEATER

20	1/2" 50 Ohm Superflex Coax
2	OMNI FIT Premium N Male for SCF12-50 Series Cable
10	1/4" COAXIAL CABLE
3	N Male for 1/4" FSJ1-50A Hex Head
1	BNC Male for 1/4" Super flexible
1	135-151 MHz Compact Pass/Reject Duplexer
1	Collinear, Omni, 4.1 dBd *
1	Non-Penetrating Roof Tripod Sled
1	Universal Tripod Mount, 2-3/8" x 96"
<b>CAVHCS WEST CAMPUS: 215 PERRY HILL ROAD MONTGOMERY, AL 36109</b>	
1	TB9400 Single 100Watts Chassis Assembly
1	TB9400 Reciter 136-156MHz
1	TB94 Linear PA 136-174MHz 100Watts
1	TB9000 Power Management Unit ACDC48volts with Aux12volts
1	Cable cord 2m USA/CAD IEC black
1	P25 Common Air Interface (CAI)
1	Digital Fixed Station Interface
1	Central Voter
1	19" EQUIPMENT RACK
1	ICT's ICT1600-48SBC 48 VDC 30 A 1 RU power supply with TCP/IP Ethernet, battery backup and LVD. ICT platinum series DC power supplies bring a new level of performance, functionality, and remote management to wireless base station applications. The 1 RU platinum series provides 800 or 1600 W of power and is available with 12, 24, or 48 VDC output. It provides an ideal DC power solution for wireless communications professionals
4	DEKA's Unigy 1 100 Ah top terminal sealed lead acid TELCO batteries
200	The RFS 810921-701 CELLFLEX 7/8 in coaxial cable has improved attenuation and VSWR over previous RFS cables. This 50 Ohm coaxial cable has a foam dielectric, annular corrugated copper outer conductor and a copper tube center conductor. The transmission line operates with a maximum frequency capacity of 5.0 GHz.
2	OMNI FIT Premium N Female
1	DIM MALE CONNECTOR 7/8 RFS CABLE
1	POLYPHASER's IS-50NX-C0-MA 1.5 – 700 MHz general coverage flange mount
1	GROUND KIT SINGLE REPEATER
20	1/2" 50 Ohm Superflex Coax
2	OMNI FIT Premium N Male for SCF12-50 Series Cable
10	1/4" COAXIAL CABLE
3	N Male for 1/4" FSJ1-50A Hex Head



1	BNC Male for 1/4" Super flexible
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1	Collinear, Omni, 4.1 dBd *
1	Non-Penetrating Roof Tripod Sled
1	Universal Tripod Mount, 2-3/8" x 96"
<b>CBOC: 6910 RIVER ROAD COLUMBUS, GA 31904</b>	
1	TB9400 Single 100Watts Chassis Assembly
1	TB9400 Reciter 136-156MHz
1	TB94 Linear PA 136-174MHz 100Watts
1	TB9000 Power Management Unit ACDC48volts with Aux 12 volts
1	Cable cord 2m USA/CAD IEC black
1	P25 Common Air Interface (CAI)
1	Digital Fixed Station Interface
1	IP Networking Satellite
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1	GROUND KIT SINGLE REPEATER
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2	OMNI FIT Premium N Male for SCF12-50 Series Cable
10	1/4" COAXIAL CABLE
3	N Male for 1/4" FSJ1-50A Hex Head
1	BNC Male for 1/4" Super flexible
1	135-151 MHz Compact Pass/Reject Duplexer
1	Collinear, Omni, 4.1 dBd *
1	Non-Penetrating Roof Tripod Sled

1	Universal Tripod Mount, 2-3/8" x 96"
<b>CBOC: 6635 BRASS ROAD BLDG. 9214 FT. BENNING, GA 31905</b>	
1	TB9400 Single 100Watts Chassis Assembly
1	TB9400 Reciter 136-156MHz
1	TB94 Linear PA 136-174MHz 100Watts
1	TB9000 Power Management Unit ACDC48volts with Aux12volts
1	Cable cord 2m USA/CAD IEC black
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3	N Male for 1/4" FSJ1-50A Hex Head
1	BNC Male for 1/4" Super flexible
1	135-151 MHz Compact Pass/Reject Duplexer
1	Collinear, Omni, 4.1 dBd *
1	Non-Penetrating Roof Tripod Sled
1	Universal Tripod Mount, 2-3/8" x 96"
<b>CBOC: 8105 VETERANS WAY MONTGOMERY, AL 36117</b>	
1	TB9400 Single 100Watts Chassis Assembly

1	TB9400 Reciter 136-156MHz
1	TB94 Linear PA 136-174MHz 100Watts
1	TB9000 Power Management Unit ACDC48volts with Aux12volts
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1	Non-Penetrating Roof Tripod Sled
1	Universal Tripod Mount, 2-3/8" x 96"
<b>DISPATCH</b>	
2	Scout EX Console - Tier 2 includes a license for a Scout Enterprise Console with Software Audio Package that enables access to Conventional and Trunked radios. Includes IRR. Software Key.

2	USB PTT Footswitch Accessory, Software Media Workstation
2	Avtec USB Headset/handset jack box (single jack), Scout Software Media Workstation. Designed for Scout version 4.8 and earlier running Software Media Workstation
2	Desktop microphone for Scout Software Media Workstation. It has an 18-inch flexible shaft, a transmit button, and a noise cancelling feature that provides 20 dB of front to back noise attenuation. Includes USB A to C cable
2	Two Desktop speakers for the Software Media Workstation. Each speaker has its own individual volume control. For up to 20 Watts of power use with an optional external power supply. Includes two USB A to C cable
2	10 Port USB Hub, USB3.0
2	Plantronics CA22CD Wireless PTT Headset Base. Headset top is sold separately.
4	Headset top, Single Ear with noise canceling microphone. Requires base.
1	Non redundant VP Gate License interface
1	10 licenses DFSI supplemental
<b>MUTUAL AID TIE-IN</b>	
2	TM9400H7DA-T TM9400 Large Control Head Local Black P25 Conventional (CAI included) (No Prerequisite) P25 Phase 2 Trunking (TMAS055 Prerequisite) Kit Mobile Cable MUHF 30-50Watts
1	ANTENNA NETWORK MOUNTS AND CABLES
2	OUTPOSTPLUS RADIO CONTROLLER, 2 PORT
1	Eventide NextLog 740 logging recorder w/ IP int
<b>PROFESSIONAL SERVICES</b>	
1	SITE INSTALLATION
1	SYSTEM PROGRAMMING AND CONFIGURATION
1	COVERAGE VERIFICATION AND OPS TESTING
1	Infrastructure 1 Year Service Advantage
1	Infrastructure 1 Year Extend Warranty
1	YEAR 2 MAINTENANCE INCLUDES: ON SITE MAINTENANCE EMERGENCY CALL SUPPORT WITH ONSITE RESPONCE SYSTEM SOFTWARE SUPPORT FROM TAIT SYSTEM SOFTWARE SUPPORT FROM AVTEC
1	NETWORK ROUTER FOR CAVHCS East Campus FIRST YEAR
1	NETWORK ROUTER FOR CAVHCS West Campus FIRST YEAR

1	NETWORK ROUTER CBOCs 6910 River Road Columbus, GA 31904 FIRST YEAR
1	NETWORK ROUTER 6635 Brass Road Bldg. 9214 Ft. Benning, GA 31905 FIRST YEAR
1	NETWORK ROUTER 8105 Veterans Way Montgomery, GA 36117 FIRST YEAR
12	NETWORK CONNECTION TO CONNECT CAVHCS East Campus FIRST YEAR
12	NETWORK CONNECTION TO CONNECT CAVHCS West Campus FIRST YEAR
12	NETWORK CONNECTION TO CONNECT CBOCs 6910 River Road Columbus, GA 31904 FIRST YEAR
12	NETWORK CONNECTION TO CONNECT 6635 Brass Road Bldg. 9214 Ft. Benning, GA 31905 FIRST YEAR
12	NETWORK CONNECTION TO CONNECT 8105 Veterans Way Montgomery, GA 36117 FIRST YEAR
45	VP6230, M2, BK Includes: VP6230 Standard Keypad (M2) Black Immersion Micro SD memory card (installed) VP6000 PACKING KIT VHF Helical 162-174MHz Li-ion 2600mAh (L2 Standard) Analog FM P25 CAI AMBE+2 Analog Conventional P25 Conventional 1024 Ch Multi Key DES-OFB Multi Key AES Conventional Voting Scan True Voice Noise Cancellation Bluetooth 25KHz Disabled Instant Recording Replay Voice Recording (included) 3 Year Warranty 149 45 SPEAKER MIC, 3PF KEYS
45	SPEAKER MIC, 3PF KEYS, BLACK, VP-T
15	CHARGER, SINGLE BAY RAPID RATE, VP-T
10	CHARGER, SIX UNIT RAPID RATE, VP-T
45	LEATHER CASE POLICE, L2 MODEL, D SWIVEL, VP6000
1	Motorola GTR 8000 Repeater Credit

1	Motorola GTR 8000 Repeater Credit
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The contractor shall provide all materials, equipment and labor and technical services for a complete and usable system.

4. Installation: VA Police shall provide access to 5th floor radio equipment rack, roof and other areas required for system installation. Permit use of existing wiring, cabling, connections, antennas and supporting equipment as may be operable with new systems; cabling may need to be replaced based upon Contractor's field examination. Elevator service is available from basement to 5th floor. Staff will arrange access to affiliate locations for installation requirements based on work schedules established with contractor.

5. Removal: The Contractor shall remove and replace cabling as required to ensure system performance.

6. Training: On-Site Training shall be provided for 15 personnel on digital system operation and maintenance. Training shall be provided to a cadre of users to enable in-house training and system familiarization.

7. Warranty: All hardware shall come with existing manufacturer warranty and serviceable at a local service center. An option for additional extended warranty for up to 4 additional years will be provided.

8. Technical Support: Technical Support shall be provided 24/7/365.

9. Delivery and Shipping:

Product(s) shall be shipped to:

Attn:  
VA Police  
Central Alabama Veterans Health Care System  
Warehouse Bldg #88  
2400 Hospital Road  
Tuskegee AL, 36083

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

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

*United States or its outlying areas* means—

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

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

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

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

(End of Clause)

## C.3 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) *Workers' compensation and employers liability:* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) *General Liability:* \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

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

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

(End of Clause)

#### **C.5 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (NOV 2022)**

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

(1) Means a small business concern—

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

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

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

(iv) The business has been verified for ownership and control pursuant to 38 CFR part 74 and is listed in VA's Vendor Information Pages (VIP) database at <https://www.vetbiz.va.gov/vip/>; and

(v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR parts 121 and 125, provided that any reference therein to a service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to apply to a VA verified and VIPlisted SDVOSB, unless otherwise stated in this clause.

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

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

(4) The term “small business concern owned and controlled by Veterans with service-connected disabilities” has the meaning given the term “*small business concern owned and controlled by service-disabled veterans*” under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)), except that for a VA contract the firm must be listed in the VIP database (see paragraph (a)(1)(iv) of this clause).

(b) *General.*

(1) Offers are solicited only from VIP-listed SDVOSBs. Offers received from entities that are not VIP-listed SDVOSBs at the time of offer shall not be considered.

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

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

(c) *Representation.* Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70.

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

(1) *Services.* In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not VIP-listed SDVOSBs (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

*(2) Supplies/products.*

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

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

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

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

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

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

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

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

(f) *Joint ventures.* A joint venture may be considered eligible as an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any requirement therein that applies to an SDVO SBC is to be construed to apply to a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

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



requirements of the SBA Program for SDVO SBCs, and the VA Veterans First Contracting Program.

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

(End of Clause)

## **C.6 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING--CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (NOV 2022)**

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

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

(i) ☒ *Services*. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) ☐ *General construction*. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) ☐ *Special trade construction contractors*. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

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

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

- (i) Referral to the VA Suspension and Debarment Committee;
- (ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and
- (iii) Prosecution for violating section 1001 of title 18.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

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

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

#### Certification

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

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

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

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

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

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

(End of Clause)

## **C.7 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.8 VAAR 852.239-76 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY (FEB 2023)**

(a) All information and communication technology (ICT) (formerly referred to as electronic and information technology (EIT)) supplies, information, documentation and services support developed, acquired, maintained or delivered under this contract or order must comply with the “Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards” (see 36 CFR part 1194). Information about Section 508 is available at <http://www.section508.va.gov/>.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the specification, statement of work, or performance work statement. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards applicable to this contract are:

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the Contractor submit a completed VA Section 508 Checklist and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite-Delivery type contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include ICT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed VA Section 508 Checklist and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of Clause)

## **C.9 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.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.211-70	EQUIPMENT OPERATION AND MAINTENANCE MANUALS	NOV 2018
852.239-70	SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES	FEB 2023
852.239-73	INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE	FEB 2023
852.239-74	SECURITY CONTROLS COMPLIANCE TESTING	FEB 2023

(End of Addendum to 52.212-4)

## **C.11 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 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) 52.209–6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved]

☐ (11) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

☐ (12) 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).

☐ (13) [Reserved]

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

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

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

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

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(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.

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

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

☐ (19) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

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

☒ (21) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

☒ (22) (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.

☐ (23) 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)).

☐ (24) 52.219–30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

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

☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (28) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

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

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

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

☐ (ii) Alternate I (JULY 2014) of 52.222-35.

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

☐ (ii) Alternate I (JULY 2014) of 52.222-36.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ (ii) Alternate I (OCT 2022) of 52.225-1.

☐ (49)(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.

☐ (50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

[] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

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

[] (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

[] (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[] (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxii) 52.232-40, 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.

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

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

(End of Clause)

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

**N/A**