

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

1. REQUISITION NO. \_\_\_\_\_ PAGE 1 OF 77

2. CONTRACT NO. \_\_\_\_\_ 3. AWARD/EFFECTIVE DATE \_\_\_\_\_ 4. ORDER NO. \_\_\_\_\_  
 5. SOLICITATION NUMBER 36C26223Q0457 6. SOLICITATION ISSUE DATE 02-27-2023

7. FOR SOLICITATION INFORMATION CALL: a. NAME Michael Williams b. TELEPHONE NO. (No Collect Calls) (520) 792-1450, x12586 8. OFFER DUE DATE/LOCAL TIME 03-17-2023 15:30 MST

9. ISSUED BY CODE 36C262  
 Department of Veterans Affairs  
 NCO 22 - Network Contracting  
 3601 S. 6th Avenue  
 Tucson AZ 85723

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: 100 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811310  
 HUBZONE SMALL BUSINESS  EDWOSB SIZE STANDARD: \$11 Million  
 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 CODE 36C262  
 Department of Veterans Affairs  
 Southern Arizona VA Healthcare System  
 3601 S. 6th Avenue  
 Tucson AZ 85723

16. ADMINISTERED BY CODE 36C262  
 Department of Veterans Affairs  
 NCO 22 - Network Contracting  
 3601 S. 6th Avenue  
 Tucson AZ 85723

17a. CONTRACTOR/OFFEROR CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_  
 18a. PAYMENT WILL BE MADE BY CODE \_\_\_\_\_  
 This is accomplished through the Tungsten Network located at:  
<http://www.fsc.va.gov/einvoice.asp>  
 This is mandatory and the sole method for submitting invoices.  
 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 TELEPHONE NO. \_\_\_\_\_ UEI: \_\_\_\_\_ EFT: \_\_\_\_\_

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Air Handler Filter Maintenance (VA Loma Linda Healthcare System)  See Schedule B  (Use Reverse and/or Attach Additional Sheets as Necessary)				

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR \_\_\_\_\_ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) \_\_\_\_\_ 30c. DATE SIGNED \_\_\_\_\_ 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mayte Diaz 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:

b. GOVERNMENT: Contracting Officer 36C262  
 Department of Veterans Affairs  
 NCO 22 - Network Contracting  
 3601 S. 6th Avenue  
 Tucson AZ 85723

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  30 Days

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

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

AMENDMENT NO	DATE

## B.2 PRICE/COST SCHEDULE

### ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	24" x 24"x 4" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities. Contract Period: Base POP Begin: 04-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): HVP24244-HC	620.00	EA		
0002	12" x 24" x 4" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities. Contract Period: Base POP Begin: 04-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): HVP12244-HC	246.00	EA		
0003	24" x 24" x 2" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities. Contract Period: Base POP Begin: 04-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): HVP24242-HC	36.00	EA		
0004	24" x 24" x 1" High-Capacity Pleat MERV10 with Installation. Estimated Quantities. Contract Period: Base POP Begin: 04-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair	8.00	EA		

	and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): HVP24241	
<b>0005</b>	16" x 25" x 2" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities. Contract Period: Base POP Begin: 04-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): HVP16252-HC	16.00 EA
<b>0006</b>	24" x 24" x 11½" 24241. H13 99.99% High Volume HEPA Filter with Installation. Estimated Quantities. Contract Period: Base POP Begin: 04-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): FP-H13HEPA	15.00 EA
<b>0007</b>	12" x 24" x 11½" 12241. H13 99.99% High Volume HEPA Filter with Installation. Estimated Quantities. Contract Period: Base POP Begin: 04-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): FP-H13HEPA	10.00 EA
<b>0008</b>	24" x 24" x 12" Bag-In/Bag-Out Gel Seal 99.99% with Installation. Estimated Quantities. Contract Period: Base POP Begin: 04-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	12.00 EA

	PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): HEPA
<b>0009</b>	2.00 EA 12" x 24" x 12" Bag-In/Bag-Out Gel Seal 99.99% with Installation. Estimated Quantities. Contract Period: Base POP Begin: 04-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): HEPA
<b>0010</b>	8.00 EA 24 "x 24" x 4" Mini Pleat Filter with Installation. Estimated Quantities. Contract Period: Base POP Begin: 04-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): CI-MP414-2424
<b>0011</b>	4.00 EA 12" x 24" x 4" Mini Pleat Filter with Installation. Estimated Quantities. Contract Period: Base POP Begin: 04-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): CI-MP415-1224
<b>0012</b>	166.00 EA 24" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities. Contract Period: Base POP Begin: 04-01-2023 POP End: 09-30-2023 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment

<b>0013</b>	<p>MANUFACTURER PART NUMBER (MPN): F8 V4 1/1  70.00 EA _____</p> <p>12" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities.  Contract Period: Base  POP Begin: 04-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F8 V4 1/2 G</p>
<b>0014</b>	<p>18.00 EA _____</p> <p>20" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities.  Contract Period: Base  POP Begin: 04-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F8 V4 5/6</p>
<b>0015</b>	<p>82.00 EA _____</p> <p>24" x 24" x 12" EFS V-Bank Style Ext Surface Carbon Filter with Installation. Estimated Quantities.  Contract Period: Base  POP Begin: 04-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FGP-CARBW 1/1</p>
<b>0016</b>	<p>44.00 EA _____</p> <p>12" x 24" x 12" EFS V-Bank Style Ext Surface Carbon Filter with Installation. Estimated Quantities.  Contract Period: Base  POP Begin: 04-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FGP-CARBW 1/2</p>

0017	56.00 EA	<p>24" x 24" x 18" EFS 60% MERV11Syn Pocket Filter with Installation.  Estimated Quantities.  Contract Period: Base  POP Begin: 04-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F6SC</p>
0018	24.00 EA	<p>12" x 24" x 18" EFS 60% MERV11Syn Pocket Filter with Installation.  Estimated Quantities.  Contract Period: Base  POP Begin: 04-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F6SC-1/2</p>
0019	400.00 EA	<p>P-Clips. Estimated Quantities  Contract Period: Base  POP Begin: 04-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): PCA-1 1"</p>
0020	400.00 EA	<p>P-Clips. Estimated Quantities  Contract Period: Base  POP Begin: 04-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): PCA-2 2"</p>

<b>0021</b>	400.00 EA	<p>12" Spring Clips. Estimated Quantities  Contract Period: Base  POP Begin: 04-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): PCA-Spring 12</p>
<b>0022</b>	2.00 JB	<p>Response to Emergency Service Requests IAW the Statement of Work. Estimated Quantity.  Contract Period: Base  POP Begin: 04-01-2023  POP End: 09-30-2023  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment</p>
<b>1001</b>	1,485.00 EA	<p>24" x 24"x 4" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP24244-HC</p>
<b>1002</b>	587.00 EA	<p>12" x 24" x 4" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP12244-HC</p>

1003	85.00 EA	<p>24" x 24" x 2" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP24242-HC</p>
1004	19.00 EA	<p>24" x 24" x 1" High-Capacity Pleat MERV10 with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP24241</p>
1005	36.00 EA	<p>16" x 25" x 2" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP16252-HC</p>
1006	33.00 EA	<p>24" x 24" x 11½" 24241. H13 99.99% High Volume HEPA Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FP-H13HEPA</p>

1007	22.00 EA	<p>12" x 24" x 11½" 12241. H13 99.99% High Volume HEPA Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FP-H13HEPA</p>
1008	28.00 EA	<p>24" x 24" x 12" Bag-In/Bag-Out Gel Seal 99.99% with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HEPA</p>
1009	2.00 EA	<p>12" x 24" x 12" Bag-In/Bag-Out Gel Seal 99.99% with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HEPA</p>
1010	16.00 EA	<p>24 "x 24" x 4" Mini Pleat Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): CI-MP414-2424</p>

<b>1011</b>	8.00 EA	<p>12" x 24" x 4" Mini Pleat Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): CI-MP415-1224</p>
<b>1012</b>	395.00 EA	<p>24" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F8 V4 1/1</p>
<b>1013</b>	165.00 EA	<p>12" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F8 V4 1/2 G</p>
<b>1014</b>	39.00 EA	<p>20" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F8 V4 5/6</p>

<b>1015</b>	195.00 EA	<p>24" x 24" x 12" EFS V-Bank Style Ext Surface Carbon Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FGP-CARBW 1/1</p>
<b>1016</b>	103.00 EA	<p>12" x 24" x 12" EFS V-Bank Style Ext Surface Carbon Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FGP-CARBW 1/2</p>
<b>1017</b>	131.00 EA	<p>24" x 24" x 18" EFS 60% MERV11Syn Pocket Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F6SC</p>
<b>1018</b>	55.00 EA	<p>12" x 24" x 18" EFS 60% MERV11Syn Pocket Filter with Installation. Estimated Quantities.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F6SC-1/2</p>

<b>1019</b>	400.00 EA	<p>P-Clips. Estimated Quantities  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): PCA-1 1"</p>
<b>1020</b>	400.00 EA	<p>P-Clips. Estimated Quantities  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): PCA-2 2"</p>
<b>1021</b>	400.00 EA	<p>12" Spring Clips. Estimated Quantities  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): PCA-Spring 12</p>
<b>1022</b>	2.00 JB	<p>Response to Emergency Service Requests IAW the Statement of Work. Estimated Quantity.  Contract Period: Option 1  POP Begin: 10-01-2023  POP End: 09-30-2024  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment</p>

<b>2001</b>	1,485.00 EA	<p>24" x 24"x 4" High-Capacity Pleat MERV10 Filter with Installation.  Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP24244-HC</p>
<b>2002</b>	587.00 EA	<p>12" x 24" x 4" High-Capacity Pleat MERV10 Filter with Installation.  Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP12244-HC</p>
<b>2003</b>	85.00 EA	<p>24" x 24" x 2" High-Capacity Pleat MERV10 Filter with Installation.  Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP24242-HC</p>
<b>2004</b>	19.00 EA	<p>24" x 24" x 1" High-Capacity Pleat MERV10 with Installation.  Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP24241</p>

<b>2005</b>	36.00 EA	<p>16" x 25" x 2" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP16252-HC</p>
<b>2006</b>	33.00 EA	<p>24" x 24" x 11½" 24241. H13 99.99% High Volume HEPA Filter with Installation. Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FP-H13HEPA</p>
<b>2007</b>	22.00 EA	<p>12" x 24" x 11½" 12241. H13 99.99% High Volume HEPA Filter with Installation. Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FP-H13HEPA</p>
<b>2008</b>	28.00 EA	<p>24" x 24" x 12" Bag-In/Bag-Out Gel Seal 99.99% with Installation. Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HEPA</p>

<b>2009</b>	2.00 EA	<p>12" x 24" x 12" Bag-In/Bag-Out Gel Seal 99.99% with Installation. Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HEPA</p>
<b>2010</b>	16.00 EA	<p>24 "x 24" x 4" Mini Pleat Filter with Installation. Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): CI-MP414-2424</p>
<b>2011</b>	8.00 EA	<p>12" x 24" x 4" Mini Pleat Filter with Installation. Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): CI-MP415-1224</p>
<b>2012</b>	395.00 EA	<p>24" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F8 V4 1/1</p>

<b>2013</b>	165.00 EA	<p>12" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F8 V4 1/2 G</p>
<b>2014</b>	39.00 EA	<p>20" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F8 V4 5/6</p>
<b>2015</b>	195.00 EA	<p>24" x 24" x 12" EFS V-Bank Style Ext Surface Carbon Filter with Installation. Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FGP-CARBW 1/1</p>
<b>2016</b>	103.00 EA	<p>12" x 24" x 12" EFS V-Bank Style Ext Surface Carbon Filter with Installation. Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FGP-CARBW 1/2</p>

<b>2017</b>	131.00 EA	<p>24" x 24" x 18" EFS 60% MERV11Syn Pocket Filter with Installation.  Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F6SC</p>
<b>2018</b>	55.00 EA	<p>12" x 24" x 18" EFS 60% MERV11Syn Pocket Filter with Installation.  Estimated Quantities.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F6SC-1/2</p>
<b>2019</b>	400.00 EA	<p>P-Clips. Estimated Quantities  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): PCA-1 1"</p>
<b>2020</b>	400.00 EA	<p>P-Clips. Estimated Quantities  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): PCA-2 2"</p>

<b>2021</b>	400.00 EA	<p>12" Spring Clips. Estimated Quantities  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): PCA-Spring 12</p>
<b>2022</b>	2.00 JB	<p>Response to Emergency Service Requests IAW the Statement of Work. Estimated Quantity.  Contract Period: Option 2  POP Begin: 10-01-2024  POP End: 09-30-2025  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment</p>
<b>3001</b>	1,485.00 EA	<p>24" x 24"x 4" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP24244-HC</p>
<b>3002</b>	587.00 EA	<p>12" x 24" x 4" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP12244-HC</p>

<b>3003</b>	85.00 EA	<p>24" x 24" x 2" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP24242-HC</p>
<b>3004</b>	19.00 EA	<p>24" x 24" x 1" High-Capacity Pleat MERV10 with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP24241</p>
<b>3005</b>	36.00 EA	<p>16" x 25" x 2" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP16252-HC</p>
<b>3006</b>	33.00 EA	<p>24" x 24" x 11½" 24241. H13 99.99% High Volume HEPA Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FP-H13HEPA</p>

<b>3007</b>	22.00 EA	<p>12" x 24" x 11½" 12241. H13 99.99% High Volume HEPA Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FP-H13HEPA</p>
<b>3008</b>	28.00 EA	<p>24" x 24" x 12" Bag-In/Bag-Out Gel Seal 99.99% with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HEPA</p>
<b>3009</b>	2.00 EA	<p>12" x 24" x 12" Bag-In/Bag-Out Gel Seal 99.99% with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HEPA</p>
<b>3010</b>	16.00 EA	<p>24 "x 24" x 4" Mini Pleat Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): CI-MP414-2424</p>

<b>3011</b>	8.00 EA	<p>12" x 24" x 4" Mini Pleat Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): CI-MP415-1224</p>
<b>3012</b>	395.00 EA	<p>24" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F8 V4 1/1</p>
<b>3013</b>	165.00 EA	<p>12" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F8 V4 1/2 G</p>
<b>3014</b>	39.00 EA	<p>20" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F8 V4 5/6</p>

<b>3015</b>	195.00 EA	<p>24" x 24" x 12" EFS V-Bank Style Ext Surface Carbon Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FGP-CARBW 1/1</p>
<b>3016</b>	103.00 EA	<p>12" x 24" x 12" EFS V-Bank Style Ext Surface Carbon Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FGP-CARBW 1/2</p>
<b>3017</b>	131.00 EA	<p>24" x 24" x 18" EFS 60% MERV11Syn Pocket Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F6SC</p>
<b>3018</b>	55.00 EA	<p>12" x 24" x 18" EFS 60% MERV11Syn Pocket Filter with Installation. Estimated Quantities.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): F6SC-1/2</p>

<b>3019</b>	400.00 EA	<p>P-Clips. Estimated Quantities  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): PCA-1 1"</p>
<b>3020</b>	400.00 EA	<p>P-Clips. Estimated Quantities  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): PCA-2 2"</p>
<b>3021</b>	400.00 EA	<p>12" Spring Clips. Estimated Quantities  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): PCA-Spring 12</p>
<b>3022</b>	2.00 JB	<p>Response to Emergency Service Requests IAW the Statement of Work. Estimated Quantity.  Contract Period: Option 3  POP Begin: 10-01-2025  POP End: 09-30-2026  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment</p>
<b>4001</b>	1,485.00 EA	<p>24" x 24"x 4" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities.  Contract Period: Option 4  POP Begin: 10-01-2026</p>

	POP End: 09-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): HVP24244-HC		
<b>4002</b>	587.00 EA _____ 12" x 24" x 4" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities. Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): HVP12244-HC		
<b>4003</b>	85.00 EA _____ 24" x 24" x 2" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities. Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): HVP24242-HC		
<b>4004</b>	19.00 EA _____ 24" x 24" x 1" High-Capacity Pleat MERV10 with Installation. Estimated Quantities. Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): HVP24241		
<b>4005</b>	36.00 EA _____ 16" x 25" x 2" High-Capacity Pleat MERV10 Filter with Installation. Estimated Quantities. Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027		

	<p>PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HVP16252-HC</p>
<b>4006</b>	<p>33.00 EA _____</p> <p>24" x 24" x 11½" 24241. H13 99.99% High Volume HEPA Filter with Installation. Estimated Quantities.  Contract Period: Option 4  POP Begin: 10-01-2026  POP End: 09-30-2027  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FP-H13HEPA</p>
<b>4007</b>	<p>22.00 EA _____</p> <p>12" x 24" x 11½" 12241. H13 99.99% High Volume HEPA Filter with Installation. Estimated Quantities.  Contract Period: Option 4  POP Begin: 10-01-2026  POP End: 09-30-2027  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): FP-H13HEPA</p>
<b>4008</b>	<p>28.00 EA _____</p> <p>24" x 24" x 12" Bag-In/Bag-Out Gel Seal 99.99% with Installation. Estimated Quantities.  Contract Period: Option 4  POP Begin: 10-01-2026  POP End: 09-30-2027  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment  MANUFACTURER PART NUMBER (MPN): HEPA</p>
<b>4009</b>	<p>2.00 EA _____</p> <p>12" x 24" x 12" Bag-In/Bag-Out Gel Seal 99.99% with Installation. Estimated Quantities.  Contract Period: Option 4  POP Begin: 10-01-2026  POP End: 09-30-2027  PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial</p>

	Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): HEPA		
<b>4010</b>	24 "x 24" x 4" Mini Pleat Filter with Installation. Estimated Quantities. Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): CI-MP414-2424	16.00 EA	
<b>4011</b>	12" x 24" x 4" Mini Pleat Filter with Installation. Estimated Quantities. Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): CI-MP415-1224	8.00 EA	
<b>4012</b>	24" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities. Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): F8 V4 1/1	395.00 EA	
<b>4013</b>	12" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities. Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and	165.00 EA	

	Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): F8 V4 1/2 G		
<b>4014</b>	39.00 EA 20" x 24" x 12" EFS F8 V4-Bank 95% MERV16 Filter with Installation. Estimated Quantities. Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): F8 V4 5/6		
<b>4015</b>	195.00 EA 24" x 24" x 12" EFS V-Bank Style Ext Surface Carbon Filter with Installation. Estimated Quantities. Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): FGP-CARBW 1/1		
<b>4016</b>	103.00 EA 12" x 24" x 12" EFS V-Bank Style Ext Surface Carbon Filter with Installation. Estimated Quantities. Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): FGP-CARBW 1/2		
<b>4017</b>	131.00 EA 24" x 24" x 18" EFS 60% MERV11Syn Pocket Filter with Installation. Estimated Quantities. Contract Period: Option 4 POP Begin: 10-01-2026 POP End: 09-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air		



**4022**

2.00 JB

Response to Emergency Service Requests IAW the Statement of Work. Estimated Quantity.  
 Contract Period: Option 4  
 POP Begin: 10-01-2026  
 POP End: 09-30-2027  
 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance  
 PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment

**GRAND TOTAL****B.3 DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	DELIVERY DATE
<b>0001 to 4022</b>	All	04-01-2023 to 09-30-2027
SHIP TO:	VA Loma Linda Heath Care System	
	11201 Benton Street	
	Loma Linda, CA 92357	
	USA	
MARK FOR:	Bryan Pavlevsky	
	(909) 825-7084 ext. 1513	
	bryan.pavlevsky@va.gov	

## SECTION C - CONTRACT CLAUSES

### C.1 ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021

### C.3 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 04-01-2023 through 09-30-2027.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

#### **C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$0.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$100,000.00;

(2) Any order for a combination of items in excess of \$500,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **C.5 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 09-30-2027.

(End of Clause)

### **C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

### **C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

### **C.8 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.9 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.10 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)

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

852.203–70, Commercial Advertising.

852.209–70, Organizational Conflicts of Interest.

852.211–70, Equipment Operation and Maintenance Manuals.

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

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

852.214–73, Alternate Packaging and Packing.

852.214–74, Marking of Bid Samples.

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

852.215–71, Evaluation Factor Commitments.

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

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

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

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

852.216–75, Economic Price Adjustment—Fuel Surcharge.

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

852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.

852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.

852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.

852.228–70, Bond Premium Adjustment.

852.228–71, Indemnification and Insurance.

852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.

852.232–72, Electronic Submission of Payment Requests.

- 852.233–70, Protest Content/Alternative Dispute Resolution.
- 852.233–71, Alternate Protest Procedure.
- 852.237–70, Indemnification and Medical Liability Insurance.
- 852.246–71, Rejected Goods.
- 852.246–72, Frozen Processed Foods.
- 852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.
- 852.270–1, Representatives of Contracting Officers.
- 852.271–72, Time Spent by Counselee in Counseling Process.
- 852.271–73, Use and Publication of Counseling Results.
- 852.271–74, Inspection.
- 852.271–75, Extension of Contract Period.
- 852.273–70, Late Offers.
- 852.273–71, Alternative Negotiation Techniques.
- 852.273–72, Alternative Evaluation.
- 852.273–73, Evaluation—Health-Care Resources.
- 852.273–74, Award without Exchanges.

(b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:

- 852.237–74, Nondiscrimination in Service Delivery.

(End of Clause)

## **C.11 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)**

(a) This solicitation includes VAAR 852.219-10 VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.

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

business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

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

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

(End of Clause)

## **C.12 VAAR 852.219-77 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (SEP 2021) (DEVIATION)**

(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 852.219-10 or VOSBs as set forth in 852.219-11. 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 852.219-10 or VOSBs as set forth in 852.219-11. 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 852.219-10 or VOSBs as set forth in 852.219-11. 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. The Contracting Officer 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: \_\_\_\_\_

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(End of Clause)

(End of Addendum to 52.212-4)

### **C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)**

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

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

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

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

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

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

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

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

(1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 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 (OCT 2022) (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).

(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).

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

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

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

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

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

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

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

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

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

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

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

Employee Class	Monetary Wage-Fringe Benefits
23410/HVAC Mechanic	WG-10, Step 2/\$32.43
23410/HVAC Supervisor	WG-10, Step 3/\$33.73

(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) 52.247-64, 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

### D.1 STATEMENT OF WORK

I. **TITLE:** Air Handler Filter Maintenance

II. **OBJECTIVE**

Contractor shall provide all supervision, labor, equipment, materials, supplies, and transportation to maintain and service VA Loma Linda Healthcare System (VALLHCS) air handler filters. Service shall consist of periodic replacement of filters and emergency responses for 61 air handler units located at VALLHCS (See attached equipment spreadsheet). Filters shall be maintained in optimum condition in accordance with respective equipment's operating manual and National Fire Protection Association (NFPA) Code 2001. Inspection certificates shall be displayed as appropriate.

III. **SPECIFIC REQUIREMENTS:**

The following guidelines shall be used:

- Contractor shall replace filters as required. Goal is to improve indoor air quality and reduce operational costs.
- All filters shall be installed with a neoprene seal, using a minimum of 4 clips per filter.
- Air Handlers shall have labels documenting filter type, quantity, and date replaced.
- Filters needed in the basement, rooftops, and penthouses must be hand carried up and down staircases since no elevators access these areas.
- Air handlers located in the main facility service bays are accessed through public hallways. Proper containers shall be used for transporting new and used filters throughout the facility.
- All used filters shall be removed from VA Loma Linda and disposed of properly.
- Contractor shall create and maintain a log documenting the location, filter type, pressure drops, date filter was replaced, and any unusual observations.
- Contractor shall store filters off-site at a facility of their choosing. COR may make exceptions on a case-by-case basis.
- Contractor shall respond within 24 hours for emergency requests.
- Supervisor/lead technician on-site shall be a NAFA Certified Air Filter Specialist" (CAFS).
- Contractor shall have ability to certify Bag-In/Bag-Out housings after HEPAs are replaced.

**Note:** Only service elevators located in the FMS annex are authorized for maintenance personnel.

#### **IV. RESPONSE TO EMERGENCY SERVICE REQUESTS:**

- a. Contractor must respond to requests for emergency service in the following manner:
  1. A competent service representative adequately equipped with tools, test instruments, and repair parts will arrive at the VALLHCS within the designated response time.
  2. The competent service representative will be prepared to begin work immediately to resolve the complaint as expressed by the COR, POC, or designee when service was requested. Work required to resolve the complaint will continue without interruption until problem is resolved.
  3. Service representative will come equipped with all the service/technical manuals needed to perform the work.
- b. Service representative may contact VA staff by phone before arrival at the VALLCS. Such contacts, however, will not serve to alter the requirements for arrival on-site except when the request for service is withdrawn by the VALLHCS.
- c. The designated response time for this contract is 24 hours from the time of the request for service. If repeated requests are made before the arrival of contractor's repairer, the first request will determine the required time of arrival.
- d. All requests for repair service will be considered requests for emergency service unless a statement to the contrary is made by the COR, POC, or designee. Such statements will be documented on the service report

#### **V. AIR FILTER SPECIFICATIONS AND REQUIREMENT:**

- **Pleated Pre-filters:**
  - Nominal size: 24" x 24"x 4" (Typical size used in medical centers).
  - All pleats shall be "High Capacity" as offered by the manufacturer.
  - Shall not be less than MERV 10.
  - Shall have 27 square feet of media.
  - Pressure drop shall not exceed 0.18" wc at ~500 fpm.
  - Acceptable Products: **PARKER DMK80, Glasfloss HVP24244 or CAMFIL 30/30.**
  - All prefilters shall be changed every three months.
- **Mini Pleats w/ Header:**
  - Nominal size: 24" x 24" x 4" (All with headers).
  - Shall not be less than a MERV 15
  - Pressure drop shall not exceed 0.21" wc @ 500 fpm.
  - Dust holding capacity shall not be less than 123 gms
  - Shall contain 72 square feet of synthetic media.
  - Acceptable Products: **VILEDON MINI 95 H , Columbus Industry Mini Pleat, or Aeolus.**
- **Rigid Pocket, Synthetic Pre-filters:**
  - Nominal size is 24" x 24" x 18"

- 8 Pocket.
  - Shall not be less than MERV 11.
  - Pocket filter shall be designed so that it does not collapse at 0 cfm, and is regarded as “stiff”.
  - Frame shall be polyurethane, downstream gasketed, with closed-cell neoprene.
  - Non-woven Synthetic filter media shall be potted inside of polyurethane frame;
  - Shall not contain metal in filter construction,
  - Dust holding capacity shall not be less than 3000 gms at 1.5" wc
  - Pressure drop not to exceed 0.23" wc at ~500 fpm.
  - Acceptable Products: **EFS F6S, VILEDON T60 S, FILTRAIR PPM or approved equal.**
- **Final Filter Vee Bank:**
    - Nominal Size: 24"x 24" x 12".
    - 4 Vee.
    - Shall not be less than MERV 16
    - Shall have 204 square feet of non-woven synthetic media (Fiberglass media is not acceptable).
    - Pressure drop shall not exceed 0.25"wc at ~500 fpm.
    - Dust holding capacity shall not be than 294 gms.
    - Frame shall not contain any metal.
    - Acceptable Products are: **EFS F8, VILEDON MV95, FILTRATION GROUP FP95 or approved equal.**
- **High Volume HEPA:**
    - Nominal Size: 24" x 24" x 12"
    - 10 Panel.
    - Shall not be less than 99.99% and 430 square feet of wet-laid micro-glass media.
    - Pressure drop shall not exceed 1.00" wc at ~ 2400 cfm.
    - Acceptable Products: **FILTRATION GROUP FGI HV HEPA, CAMFIL FILTRA 2000, EFS HV or approved equal.**
- **Bag-in/Bag-Out HEPAS:**
    - Nominal Size: 24" x 24" x 1"
    - 10 Panel, Gel Seal.
    - Pressure drop shall not exceed 1.0" @ 2400 CFM.
    - Frame shall be anodized alum.
    - Mine pleat packs surface area shall not be less than 430 ft<sup>2</sup>.
    - Acceptable Products: **FGI PN 40419 HV HEPA, CAMFIL FA 1550-01 FILTRA 2000, or EFS HV HEPA-GS-AI.**
- **Gas Phase Vee Bank Carbon:**
    - Nominal Size: 24" x 24" x 12 "
    - 4 Vee.
    - Carbon weight shall not be less than 9.8 lbs.
    - Pressure drop shall not exceed .28" wc at ~ 500 fpm.

- Total media area shall not be less than 105 square feet.
- Dust holding capacity shall not be less than 400 gms.
- MERV 8 rating.
- Frame body shall not have any metal.
- Acceptable Products: **VILEDON CP 1/1, CAMFIL CITY CARB, EFS FGP, or approved equal.**

**NOTE:** If submitting an “approved equal” (i.e., filter is not one of the 3 listed in each category, please provide a sample and current 52.2 ASHRAE test report from a 3rd party laboratory (Blue Heaven LMS, or RTI).

**VI. PERIOD OF PERFORMANCE:**

This is a base plus four (4) option-year contract. The period of performance is from March 1, 2023, to 09-30-2027. Normal hours of operation are Monday through Friday, 5 am to 7:30 pm PST.

**VII. PLACE OF PERFORMANCE:**

VA Loma Linda  
11201 Benton St.  
Loma Linda, CA 92357

**VIII. CERTIFICATIONS, TRAINING, STANDARDS, AND GUIDELINES REQUIRED:**

- Application of all antimicrobials shall be in compliance with Environmental Protection Agency (EPA) guidelines.
- All filter changing and filter rack cleaning shall be in accordance with National Fire Protection Association (NFPA) Code 2001 Standard for Ventilation Control and Fire Protection of Commercial Cooling Operations, Ch 11.3.
- Supervisor/lead technician on-site shall be a NAFA Certified Air Filter Specialist” (CAFS).
- Contractor and technicians performing on this contract shall be certified for Confined Space per Occupational Safety & Health Administration (OSHA) Guidelines. Contractor shall possess a 30-hour OSHA Safety Card and technicians shall possess a 10-hour OSHA Safety Card.
- All Contractor employees must complete VA mandated Safety Training and attend radio frequency (RF) training or be accompanied by VA RF certified employee when working on rooftop areas where RF generating antennas are located.
- All electrical disconnects, switches, and system components shall be locked-out-tagout (LOTO) during Preventative Maintenance service. Fire extinguishing systems shall be taken out of service for the duration of the Preventative Maintenance service also.

**IX. WORK HOURS and RECOGNIZED HOLIDAYS:**

The following is a list of all Government recognized holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

If a holiday falls on Sunday, the following Monday shall be observed as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by U.S. Government agencies. Also included, would be any other day specifically declared by the President of the United States of America to be a National Holiday.

**X. CONTRACTOR EMPLOYEES:**

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. Examples: wearing of distinctive clothing such as uniform, badges, patches, etc. Contractor personnel shall wear identification (I.D.) badges during the entire time they are on the VA Loma Linda Healthcare System grounds. I.D. badges must have identification picture, name of the individual, and the represented company depicted on it.

**XI. SMOKING AND VAPING POLICIES:**

Smoking and vaping are prohibited on Government property.

**XII. SAFETY AND PPE EQUIPMENT:**

Personal Protective Equipment shall be provided for each Contractor employee by the Contractor. Possession of weapons are prohibited.

**XIII. PARKING:**

It is the responsibility of Contractor personnel to park only in designated parking areas. Parking information is available from the VA Security Service. The VA shall not invalidate or make reimbursement for parking violations of the Contractor's personnel under any circumstances.

**XIV. SITE VISIT:**

We request a site visit on March 8, 2023 at 9 am with all prospective vendors responding to this solicitation. Vendors will meet Mr. Pavlevsky at VA Loma Linda's main hospital entrance. The facility is located at 11201 Benton Street, Loma Linda, CA 92357 Please RSVP by calling or emailing Mr. Pavlevsky at:

WP: (909) 825-7084, x1513 or 2018  
Email: [bryan.pavlevsky@va.gov](mailto:bryan.pavlevsky@va.gov)

**XV. POINT OF CONTACT:**

Mr. Pavlevsky  
WP: (909) 825-7084, x1513 or 2018  
Email: [bryan.pavlevsky@va.gov](mailto:bryan.pavlevsky@va.gov)

**Appendix A - COVID Supplemental Language**

VHA Supplemental Contract Requirements for Combating COVID-19

1. Contractor employees who work in or travel to VHA locations must comply with the following:
  - a. Documentation requirements
    - 1) If fully vaccinated, shall show proof of vaccination.
      - i. NOTE: Acceptable proof of vaccination includes a signed record of immunization from a health care provider or pharmacy, a copy of the COVID-19 Vaccination Record Card (CDC Form MLS-319813\_r, published on September 3, 2020), or a copy of medical records documenting the vaccination.
    - 2) If unvaccinated and granted a medical or religious exception, shall show negative COVID-19 test results dated within three calendar days prior to desired entry date. Test must be approved by the Food and Drug Administration (FDA) for emergency use or full approval. This includes tests available by a doctor's order or an FDA approved over-the-counter test.
    - 3) Documentation cited in this section shall be digitally or physically maintained on each contractor employee while in a VA facility and is subject to inspection prior to entry to VA facilities and after entry for spot inspections by Contracting Officer Representatives (CORs) or other hospital personnel.
    - 4) Documentation will not be collected by the VA; contractors shall, at all times, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.
2. Contractor employees are subject to daily screening for COVID-19 and may be denied entry to VA facilities if they fail to pass screening protocols. As part of the screening process contractors may be asked screening questions found on the COVID-19 Screening Tool. Check regularly for updates.
  - a. Contractor employees who work away from VA locations, but who will have direct contact with VA patients shall self-screen utilizing the COVID-19 Screening Tool., in advance, each day that they will have direct patient contact and in accordance with their person or persons who coordinate COVID-19 workplace safety efforts at covered contractor workplaces. Contractors shall, at all times, adhere to and ensure compliance with federal laws designed protect contractor employee health information and personally identifiable information.

3. Contractor must immediately notify their COR or Contracting Officer if contract performance is jeopardized due to contractor employees being denied entry into VA Facilities.

4. For indefinite delivery contracts: Contractor agrees to comply with VHA Supplemental Contract Requirements for any task or delivery orders issued prior to this modification when performance has already commenced.

#### **D.4 WAGE DETERMINATION**

SCA Wage Determination #: [2015-5629](#), Revision 19, Date: July 25, 2022. Reference: [SAM.gov | Wage Determinations](#)

See attached document: Air Handler Units (AHU)\_Locations\_AHU Filter Requirements.

See attached document: VA10091.

See attached document: fw9.

## SECTION E - SOLICITATION PROVISIONS

### E.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS— COMMERCIAL ITEMS

Offerors are notified that VA Form 10091, FMS Vendor File Request Form and W-9 (See attached documents). Request for Taxpayer Identification Number and Certification shall be securely faxed to the VA Financial Service Center at (512) 460-5221, and also be submitted with their quote. Failure to include this information may eliminate the offeror from award consideration or considerably delay the award.

#### **IAW FAR 13.106-2(b)(3), a Comparative Evaluation will be performed to evaluate all quotes.**

Evaluation Approach. The Government will evaluate quotations using the comparative evaluation process outlined in FAR 13.106-2 (b) (3), where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation.

#### **Required Submittals:**

- VA Form 10091.
- W-9

Quotes shall be submitted on a SF1449 by email to [michael.williams48@va.gov](mailto:michael.williams48@va.gov) by **March 17, 2023 @ 3:30 pm PST** and will be accepted by the Government at the time the email is delivered to the Government email server. Quotes must also be in PDF, and compatible with Microsoft Office Software to be accepted. The Contractor submitting a quote is responsible for ensuring that the Contract Specialist has received the quote before the deadline for receipt of quotes, and the government will not be responsible for delays or failures or either the contractor's email system or the Government's email system. Facsimile offers will not be accepted.

*(a) North American Industry Classification System (NAICS) code and small business size standard are stated in the solicitation.*

*(b) Submission of quotations.* Submit quotations to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, quotations must show-

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of quotations;
- (3) The name, address, and telephone number of the quoter;
- (4) A technical description of the items being quoted 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 FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the quoter 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
- (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) Late Submissions

- (1) Quoters are responsible for submitting quotations 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 **3:00 p.m., Arizona time**, for the designated Government office on the date that quotations are due.
- (2) Any quotation received at the Government office designated in the solicitation after the exact time specified for receipt of quotations is late and will not be considered unless it is received before purchase order issuance and the Contracting Officer determines that accepting the late quotation would not unduly delay the acquisition.
- (3) If an emergency or unanticipated event interrupts normal Government processes so that quotations cannot be received at the Government office designated for receipt of quotations 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 quotations 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.

(c) **Issuance of purchase order.** Quotations should contain the quoter's best technical and price terms. The Contracting Officer may reject any or all quotations. The Contracting Officer may issue a purchase order to other than the quoter with the lowest priced quotation. After the evaluation of quotations, the Contracting Officer may negotiate final terms with one or more quoters of the Government's choice before issuing any purchase order. The Contracting Officer will not negotiate with any quoters other than those of the Government's choice and will not use the formal source selection procedures described in FAR part 15.

(d) **Multiple purchase orders.** The Government may issue a purchase order for any item or group of items of a quotation, unless the quoter qualifies the quotation by specific limitations. Unless otherwise provided in the Schedule, quotations may not be submitted for quantities less than those specified. The Government reserves the right to issue a purchase order for a quantity less than the quantity quoted, at the unit prices quoted, unless the quoter specifies otherwise in the quotation.

(e) **Unique Entity Identifier (UEI) from GSA:** (Applies to all proposals exceeding the Micro-Purchase Threshold (MPT), and proposals of MPT or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its proposal, the annotation "UEI" followed by the ID that identifies the offeror's name and address. The UEI is

generated in SAM.gov. If you are registered in SAM.gov (active or not), you already have a Unique Entity ID. It is viewable at SAM.gov. If you are new to SAM.gov and will be registering for the first time, you will get your Unique Entity ID (SAM) during registration.

**(f) Questions:** Email all questions to [michael.williams48@va.gov](mailto:michael.williams48@va.gov) no later than **March 9, 2023 @ 3:00pm (PST)**. The Government reserves the right to not answer questions not meeting this timeline if doing so would result in an amendment requiring an extension of the solicitation and the extension would not be in the best interest of the Government. All responses to questions will be posted on Federal Business Opportunities.

**(g) Requests for information.** The contracting officer will not notify unsuccessful quoters that responded to this solicitation. Quoters may request information on purchase order(s) resulting from this solicitation from the contracting officer. 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:

(End of Provision)

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

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

<http://www.acquisition.gov/far/index.html>

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

(End of Provision)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984

## **E.3 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:

Mayte Diaz  
Michael Williams

**Hand-Carried Address:**

9-90C  
 Department of Veterans Affairs  
 Contracting Section  
 3601 S. 6th Avenue  
 Tucson AZ 85723

**Mailing Address:**

9-90C  
 Department of Veterans Affairs  
 Contracting Section  
 3601 S. 6th Avenue  
 Tucson AZ 85723

(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.4 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

(End of Addendum to 52.212-1)

#### **E.5 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

(a) Basis for Award. The Government will issue a firm fixed price contract to the responsible quoter whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) Evaluation Approach. The Government will evaluate quotations using the comparative evaluation process outlined in FAR 13.106-2 (b) (3), where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation. The evaluation will consider the following:

(c) The following factors shall be used to evaluate quotations:

1. Technical
2. Past Performance

### 3. Price

(d) Technical: Quoter must meet all requirements in the Statement of Work.

(e) Past Performance: The past performance evaluation will assess the relative risks associated with a quoter's likelihood of success in fulfilling the solicitation's requirements as indicated by the quoter's record of past performance. The past performance evaluation may be based on the contracting officer's knowledge of and previous experience with the service being acquired; Contractor Performance Assessment Reporting System (CPARS) at <http://www.cpars.gov/>; or any other reasonable basis.

(f) Price: The Government will evaluate the price by adding the total of all line-item prices. The Total Evaluated Price will be that sum.

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

(End of Provision)

## **E.6 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
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[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)