

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA798S-12-R-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Patrick McKeown		b. TELEPHONE NO. (No Collect Calls) 540-479-8450 x 216		6. SOLICITATION ISSUE DATE	
9. ISSUED BY Department of Veterans Affairs Office of Acquisition Operations Strategic Acquisition Center 10300 Spotsylvania Ave Suite 400 Fredericksburg VA 22408				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs Service and Distribution Center 1st Avenue North One Block North of 22nd Street Hines IL 60141				16. ADMINISTERED BY Department of Veterans Affairs Office of Acquisition Operations Strategic Acquisition Center 10300 Spotsylvania Ave Suite 400 Fredericksburg VA 22408			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE y		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-8972 PHONE: FAX:					
TELEPHONE NO.							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
0001		Interment Flags (Base Year)				ea	
1001		Interment Flags (Option Year 1)				ea	
2001		Interment Flags (Option Year 2)				ea	
3001		Interment Flags (Option Year 3)				ea	
4001		Interment Flags (Option Year 4)				ea	
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 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)		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00798S
Department of Veterans Affairs
Office of Acquisition Operations
Strategic Acquisition Center
10300 Spotsylvania Ave Suite 400
Fredericksburg VA 22408

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

☐ 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other [Monthly upon inspection/acceptance]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971
Austin TX 78714-8972

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

AMENDMENT NO

DATE

Packaging and Marking:

Each flag shall be neatly folded and packaged (shall be six boxes to a carton) in a new corrugated cardboard carton of sufficient strength that it can be used as a mailing stamped container without additional wrapping or reinforcing. The carton shall be secured with gummed paper tape. No portion of the flag shall be exposed to the open air (i.e., the carton shall be completely closed or sealed and no portion of the flag shall be visible from outside the carton). Cartons shall be marked or stamped ONLY with the NSN, short description, name and address of Contractor, and return procedure. The NSN is 8345-00-656-1432 and the short description shall read Interment Flag 5 x 9 ½. Both inner and outer cartons shall contain the following return procedure:

If this flag is defective please return to:

Department of Veterans Affairs
Service and Distribution Center
Operations Division
Building 37, Door 14
1st Avenue North of 22nd Street,
Hines, IL 60141
Email: Flags.Interment@va.gov

1. The size of the exterior boxes shall be 11 ½" wide X 19" long X 12 ½" deep.
2. The size of the internal boxes shall be 9" wide X 11" long X 3 ½" deep.

Shipping:

All shipments shall comply with the delivery quantity identified in the contract. Multiple shipments are not accepted unless the due-in qty exceeds the truckload capacity.

All pallets shall be wooden, 48" X 40" with four way access, be made of a quality hardwood that has no broken boards. Each pallet shall be shrink wrapped (3 layers) and banded if required.

All pallets shall be straight stacked. Each pallet must be packed so no carton exceeds the pallet in any direction or at any level. Stringers supporting the top and bottom boards of the pallet shall be 48" long, sturdy and be of a standard thickness (depending on manufacturer the standard is typically 1 5/8" X 3 ½"). Additionally, each pallet shall contain 288 flags (48 cases of 6 flags).

Each outer box must be taped with kraft paper reinforced tape. A variation on this will be allowed until vendors can utilize existing materiel and or equipment.

The contract number (e.g. VA798S-12-C-0000), month of delivery per contract schedule and date of shipment shall be identified on each pallet of each load.

Early shipments: The contract quantity for each month can be delivered at anytime during the scheduled month as long as it arrives NLT than the delivery date specified in the contract.

DELIVERY SCHEDULE

Base Year	Quantity	Delivery
First Article Approval – Government Testing	6	NLT 30 days from the date of the contract
Month 1	TBD*	NLT End of Month
Month 2	TBD*	NLT End of Month
Month 3	TBD*	NLT End of Month
Month 4	TBD*	NLT End of Month
Month 5	TBD*	NLT End of Month
Month 6	TBD*	NLT End of Month
Month 7	TBD*	NLT End of Month
Month 8	TBD*	NLT End of Month
Month 9	TBD*	NLT End of Month
Month 10	TBD*	NLT End of Month
Month 11	TBD*	NLT End of Month
Month 12	TBD*	NLT End of Month

*Quantity delivered is approximately 1/12th of the base year awarded amount. First article testing of previously government approved interment flags may be waived IAW FAR 52.209-4 (i).

SECTION C - CONTRACT CLAUSES

C.1 GENERAL CONDITIONS

Public Law 105-261. The interment flag shall be considered to be wholly produced in the United States only if the materials and components of the flag are entirely grown, manufactured, or created in the United States; the processing (including spinning, weaving, dyeing, and finishing) of such materials and components is entirely performed in the United States; and the manufacture and assembling of such materials and components into the flag is entirely performed in the United States.

C.2 52.209-4 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989)

(a) The Contractor shall deliver 6 units(s) of Lot/Item Interment Flags within 30 calendar days from the date of this contract to the Government at:

Department of Veterans Affairs Service and Distribution Center 1st Avenue North of 22nd Street Hines, IL 60141

for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 14 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor -

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of Clause)

**C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2011)**

(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 items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(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 items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (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 (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

☐ (8) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (10) [Reserved]

☒ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (15) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (16) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (17) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (18)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☐ (19) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (20) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (30) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☐ (33) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (34)(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.)

☐ (35) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (36)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (37) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☒ (38) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (39)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (Jan 2004) of 52.225-3.

☐ (iii) Alternate II (Jan 2004) of 52.225-3.

☐ (40) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (41) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

☐ (43) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (44) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (45) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (46) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (47) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (48) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (49) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (50)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) 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 items:

☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(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, 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 items. 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.4 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days at 20% of awd quantity. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

C.5 52.216-2 ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the unit price stated in the Schedule for is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that--

(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective-

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of Clause)

C.6 52.216-4 ECONOMIC PRICE ADJUSTMENT--LABOR (JAN 1997) (Tailored)

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the prices for the cotton bunting or cotton duck material either increases or decreases. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice, data, and adjustment proposal under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the prices for material shown in paragraph (a) of this clause results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract to include the price adjustment to the contract unit prices and its effective date. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations: (1) Any adjustment shall be limited to the effect on contract unit prices of the increases or decreases in the prices for material shown in paragraph (a) of this clause. There shall be no adjustment for— (i) Supplies or services for which the production cost is not affected by such changes; (ii) Changes in prices for material other than those shown in paragraph (a) of this clause; (iii) Changes in the quantities of material used from those shown in paragraph (a) of this clause for each item; or

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in contract unit prices for material shown in paragraph (a) of this clause which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the prices of material shown in paragraph (a) of this clause during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(End of Clause)

C.7 852.211-75 PRODUCT SPECIFICATIONS (JAN 2008)

The products offered under this solicitation shall be type Flag, National, US, Interment(tailored), grade United States (PL 105-261), in accordance with Commercial Item Description No. A-A- 52696, dated 08-05-1996 and amendment No. II dated 08-05-1996, except for paragraphs 2.1 and Distribution Statement A which are amended as follows:

YARNS PER INCH:

Warp: Bunting 31

Duck 34

(End of Clause)

C.8 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

C.9 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JAN 2011
52.225-8	DUTY-FREE ENTRY	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.203-71	DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER	DEC 1992
852.219-11	VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE	DEC 2009
852.246-71	INSPECTION	JAN 2008

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SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

The specifications are the same as those in Federal Specification CID-A-A-52696 except as noted:

NOTE: The Standard for Yarns per inch, Warp, Duck, reads 84 for Cotton and Cotton-Polyester. This standard is revised for this requirement to 34 yarns per inch for Cotton and Cotton-Polyester.

NOTE: 3.2 Bid samples. 6 complete interment flags shall be submitted for bid sample testing after contract award.

INCH
POUND

A-A-52696

5 August 1996

COMMERCIAL ITEM DESCRIPTION

FLAG, NATIONAL, UNITED STATES OF AMERICA, INTERMENT (Tailored)

The General Services Administration has authorized the use of this commercial item description for all federal agencies.

1. SCOPE. This commercial item description covers the requirements for the United States of America interment flag. The intended use is to provide the flag of the United States for burial ceremonies of deceased military personnel and veterans.

2. SALIENT CHARACTERISTICS.

2.1 Design and construction. The interment flag of the United States shall have a 5-foot hoist by 9-foot 6-inch fly, be constructed in accordance with the dimensions specified in The Institute of Heraldry Drawing 5-1-17, and be made of 100 percent cotton. The cotton bunting shall be a two-ply yarn with a weight of at least 4.5 ounces per square yard with a minimum of 31 yarns per inch in the warp and 30 yarns per inch in the filling. The weave shall be plain with a mercerized finish. The finished cotton cloth shall show a colorfastness to light, water and soap equal to or better than a rating of "good" when tested in accordance with AATCC 16A, AATCC 61 and AATCC 132 test methods. The warp of the base cloth shall run in the direction of the stripes. The finished cloth shall conform to the physical requirements listed below when tested in accordance with the cited testing methods. The appearance of the flag shall have no apparent defects when viewed from a distance of 36 inches.

<u>COTTON</u>		<u>TEST</u>
<u>METHOD</u>		
WEIGHT, OUNCES PER SQUARE YARD (minimum):		ASTM D3776
Bunting	4.5	
Duck	8.5	
AMSC N/A		FSC 8345

DISTRIBUTION STATEMENT A. Approved for public release, distribution is unlimited.

YARNS PER INCH:

ASTM D3775

Warp:	Bunting	31
	Duck	34
Filling:	Bunting	30
	Duck	28

BREAKING STRENGTH IN POUNDS (Minimum):

ASTM D5034

Warp:	Bunting	50
	Duck	100
Filling:	Bunting	50
	Duck	105

2.1.2 Flag design. The flag shall consist of 13 horizontal stripes, 7 red and 6 white, which shall alternate beginning and ending with a red stripe. On the face side, each stripe shall overlap the stripe beneath it, forming a shingle effect. The right vertical hem of the canton shall lay on top of the short stripes and the bottom hem of the canton shall lay over the first long white stripe. The four corners of the flag and of the canton shall be squared. All opposed edges or hems shall be parallel.

2.1.3 Canton. The canton shall be blue and constructed in accordance with the dimensions specified in The Institute of Heraldry drawing 5-1-17 (Figure 1). The canton shall contain 50 five pointed machine embroidered white stars arranged in nine horizontal rows. There shall be five rows of six stars and four rows of five stars which shall alternate beginning at the top and ending at the bottom with a row of 6 stars. Each star shall have one point upward. Stars shall be symmetrically arranged in horizontal, vertical and diagonal rows. The thread used for embroidery shall be:
Front yarn face –30/2 ply – blended 50/50% -- polyester cotton – bleached white
Bobbin yarn- 40/2 ply –100% polyester –bleached white.
The design and stitch count of the embroidered stars shall be in accordance with The Institute of Heraldry Cartoon 3.718. Piecing of the canton is not allowed.

2.1.4 Flag colors. The colors for the flag shall match the cable numbers cited in the Tenth Edition of the Standard Color Card of America as follows:

<u>COLOR</u>	<u>CABLE NUMBERS</u>
Old Glory Red	80108
Old Glory Blue	80075
White	80002

2.1.5 Heading. The flag heading shall be constructed as shown in The Institute of Heraldry Drawing 5-1-45B (Figure 2) with two grommets. The duck shall be made from 100 percent cotton duck, be white or in-the-gray, shall weigh between 7 ounces and 8.25 ounces per square yard, have two ply yarn in both the warp and filling with a breaking strength of not less than 105 pounds in the filling. The grommets shall be a commercial trade size 2 bright finish brass grommet with toothed washers. The turn-in of the header shall be 1.5 inches and be squared with the width of the flag.

2.1.6 Stitching. Seams, heading and hems shall be sewn with 9 to 11 stitches per inch. Selvage hems shall be of type EBF-2. Stripes shall be joined by a double needle felled seam type LSc-2 using a 3/16 inch to 3/8 inch gauge machine with a greater than 3/32 inch margin. Only the needle thread should be visible on the front side of the flag. The white looper thread in the 401 stitch shall always be on the back

of the flag . The color of the thread for sewing the interment flag shall be a white 50/50 cotton-polyester blend or Type I or II, class 1 of MIL-DTL-32072 except for a selvage or a raw edge that must be hemmed, then the thread shall be of the same color as the cloth. The colorfastness of the thread shall be equal to or better than the material on which it is to be used. The following shall apply:

- a. White colored thread shall be used to sew the fly hem, the bottom canton hem with the white stripe, the seam joining the canton with the short stripes, the duck heading, and stripe hems between stripes. The fly hem shall not be less than $\frac{3}{4}$ inch in width and the stitch lines shall not be less than $\frac{3}{16}$ inch apart.
- b. Blue thread shall be used to sew the canton top hem when a top hem is necessary.
- c. Red thread shall be used to sew the bottom or top red stripe hem when a hem is necessary.

3. QUALITY ASSURANCE PROVISIONS.

3.1 Contractor Certification. The contractor shall certify and maintain substantiating evidence that the product offered meets the salient characteristics of the Commercial Item Description, and that the product conforms to the producer's own drawings, specifications, standards, and quality assurance practices. Substantiating evidence means manufacturer's and/or raw-material vendor's test results and certifications. The government reserves the right to require proof of such conformance prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

3.2 Bid samples. 6 complete interment flags shall be submitted for bid sample testing after contract award.

3.2.1 Visual Examination. The finished interment flags shall be examined for the defects listed below. Failure of any of the tests listed shall be cause for rejection of the test lot.

- a. The dimensions of the flag are not within the tolerances allowed.
- b. The flag is not of the specified materials or colors. An off color shade seriously affects appearance.
- c. Wrong type of grommet. Grommet clinched excessively cutting cloth or clinched too loosely, grommet rotates. Grommet broken, malformed or contains rough or sharp edges.
- d. Wrong color thread. Stitches partially or completely missing. Seams improperly formed, material caught in unrelated stitching operation or ends of stitching not backstitched.
- e. Raw edges not hemmed. Hems are uneven or on wrong side of flag.
- f. Wrong type of heading. Sides and ends of cloth of heading out of alignment.
- g. Stars have broken stitches, stitches not covering base cloth (front and back) or execution of embroidery not clear and distinct.

3.2.2 Tolerances. Provided that the following tolerances do not detract from the appearance of the flag or its durability, there shall be allowed a tolerance of plus or minus 2 percent for dimensions exceeding 4 inches, except that the maximum and minimum measurements of the same dimensions on a single flag shall not differ by more than 1 percent; a tolerance of plus or minus $\frac{1}{4}$ inch shall be allowed for dimensions

from 2 through 4 inches; and a tolerance of plus or minus 1/8 inch shall be allowed for dimensions that are less than 2 inches.

3.3 Regulatory requirement. The offer/contractor is encouraged to use recovered materials in accordance with Public Law 94-580 to the maximum extent practical.

4. PACKAGING.

4.1 Preservation, packing and marking shall be as specified in the contract or order.

5. NOTES.

5.1 Source of Government documents. Copies of Federal documents are available from:

Department of the Navy
Defense Printing Service
Detachment Office
700 Robbins Avenue, Bldg. 4D
Philadelphia, PA 19111-5093

5.1.1 Sources of non-Government documents.

The American Society for Testing and Materials (ASTM) Test Methods:

ASTM D3775 - Fabric Count of Woven Fabric
ASTM D3776 - Fabric, Woven, Mass per Unit Area (Weight)
ASTM D5034 - Fabrics, Textile (Grab Test), Breaking Force and Elongation of

The American Society for Testing and Materials (ASTM) - Applications for copies should be addressed to:

American Society for Testing and Materials
1919 Race Street
Philadelphia, PA 19103-1187

American Association for Textile Chemists and Colorist (AATCC) Test Methods:

AATCC 16A - Colorfastness to Light: Carbon-Arc Lamp, Continues
AATCC 61 - Colorfastness to Laundering, Home and Commercial: Accelerated
AATCC 132 - Colorfastness to Dry-cleaning

American Association for Textile Chemists and Colorist (AATCC - Applications for copies should be addressed to:

American Association for Textile Chemists and Colorist
P.O. Box 12215
Research Triangle Park, NC 27709

The Standard Color Reference of America, Tenth Edition - Applications for copies should be addressed to:

The Color Association of the United States
343 Lexington Avenue

New York, NY 10016-1187

5.2 The Institute of Heraldry drawings and cartoons are available from:

The Institute of Heraldry
ATTN: Technical and Production Division
9325 Gunston Road, Room S112
Fort Belvoir, VA 22060-5579

5.3 National Stock Number 8345-00-656-1432 applies.

MILITARY INTERESTS: CIVIL AGENCY COORDINATING ACTIVITY

GSA - FSS
VA - OSS

PREPARING ACTIVITY:
Army - IH

Project Number 8345-0217

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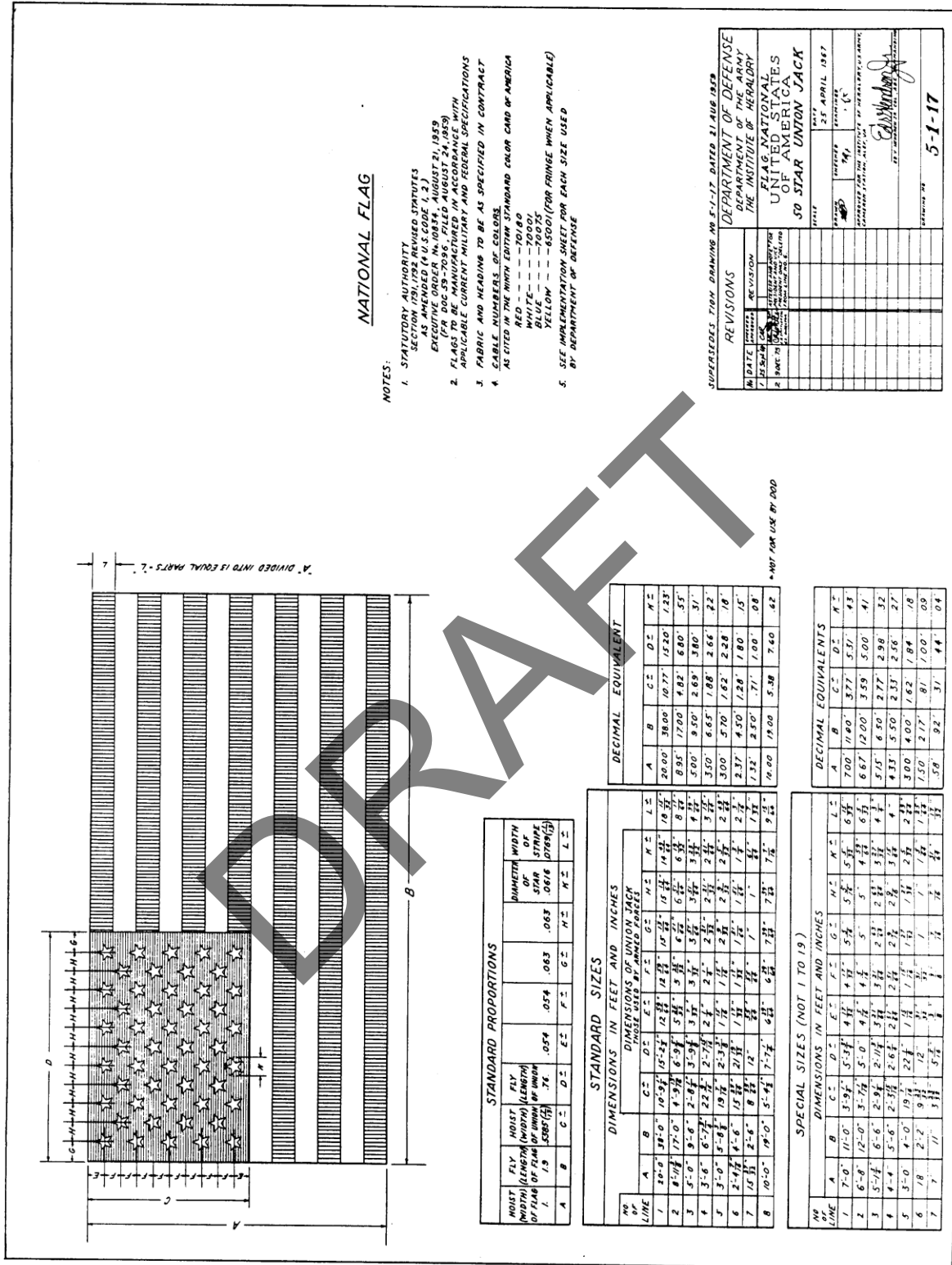


FIGURE 1 - FLAG, NATIONAL, UNITED STATES OF AMERICA 50 STAR UNION JACK

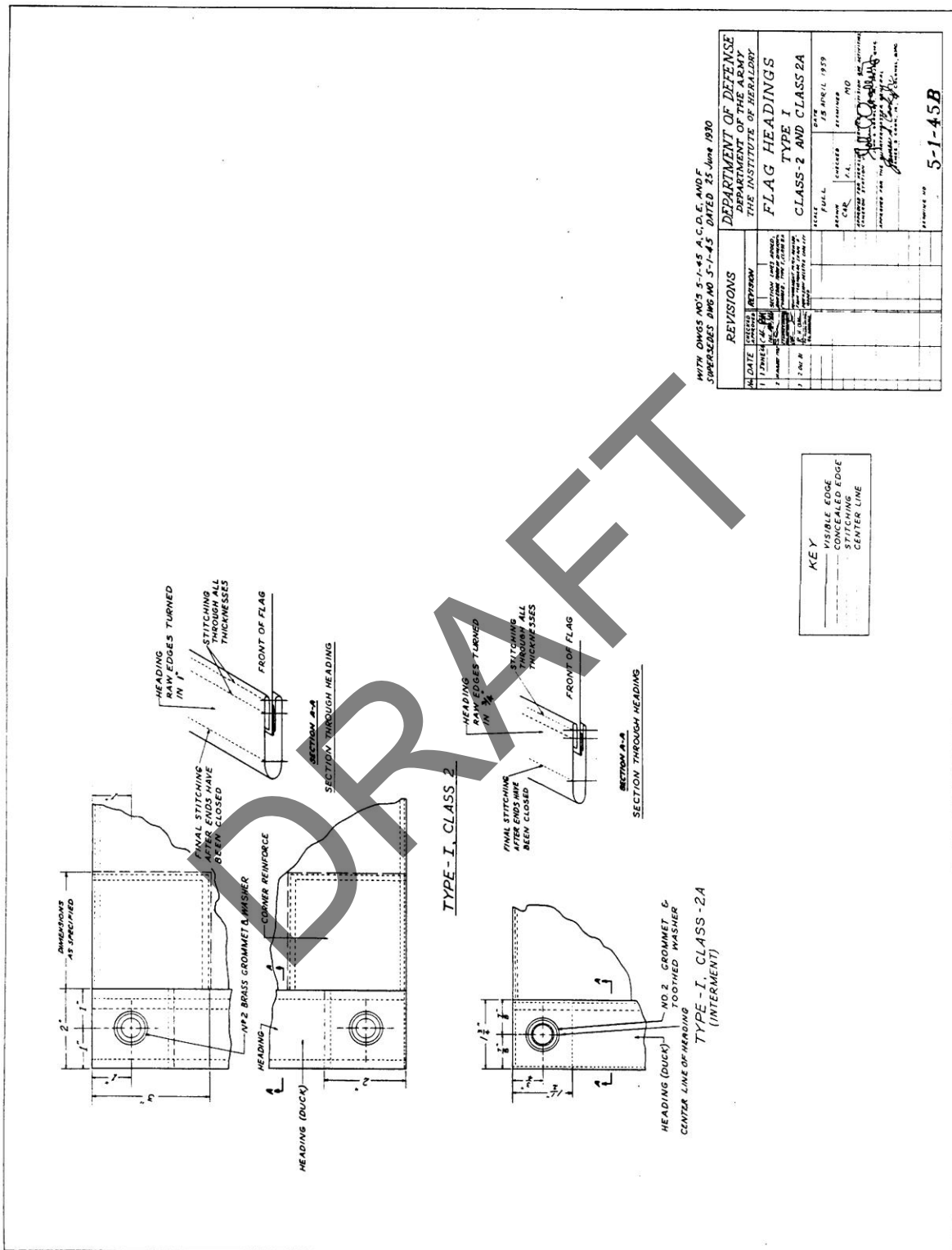


FIGURE 2 - FLAG HEADINGS TYPE I, CLASS 2 AND CLASS 2A

SECTION E - SOLICITATION PROVISIONS

E.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) Definitions. As used in this provision--

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

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:

Addendum to FAR 52.212-1 and 52.212-2

EVALUATION CRITERIA AND INSTRUCTIONS TO OFFERORS

BASIS FOR AWARD. The government may award up to 4 contracts to the SDVOSB offeror(s) with the Lowest Price Technically Acceptable proposal(s) that provide the best value to the government. To receive consideration for award, a rating of Acceptable must be achieved for both the Technical Factor and the Past Performance Factor.

FACTORS TO BE EVALUATED

Technical
Past Performance
Price

EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of proposals. The proposal will be evaluated strictly in accordance with its submitted content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be rated "Unacceptable".

The evaluation will be a three-step approach. First, the offeror's technical capability will be evaluated and assigned a rating of "technically acceptable" or "technically unacceptable." The ratings depict how well the offeror's technical proposal meets the requirements in accordance with the stated evaluation criteria and solicitation requirements set forth in Addendum to FAR Provision 52.212-1, Instructions to Offerors – Commercial Items. Second, the offeror's past performance will be evaluated and assigned a rating of "Acceptable" or "Unacceptable". Finally, the rating of the offeror's Technical

Capability and Past Performance, along with Price will determine whether or not the Government will consider the offeror for award.

TECHNICAL EVALUATION APPROACH

The offeror shall demonstrate that its proposed supplied materials meet or exceed the specifications cited in the United States of America National Interment Flag Commercial Item Description (CID) A-A-52696, dated 5 August 1996 and Public Law (PL) 105-261, commonly known as the Strom Thurmond National Defense Authorization Act for Fiscal Year 1999.

Offerors who fail to provide the necessary specifications will be deemed “technically unacceptable” and therefore ineligible for award. If an offeror’s submitted information does not demonstrate that the proposed supplied materials minimally meet the CID A-A-52696 and P.L. 105-26, the contractor’s proposal will be deemed “technically unacceptable” and therefore ineligible for award.

The Government will proceed as follows based on Technical Capability rating:

If deemed “technically acceptable”, proceed to evaluate offeror’s past performance.

If deemed “technically unacceptable”, halt evaluations for that offeror. Unacceptable proposals will be removed and shall be deemed ineligible for award.

PAST PERFORMANCE EVALUATION APPROACH. The Government will review the offeror's demonstrated record of contract compliance in delivering comparable commodities that meet the user's needs at a similar rate of delivery and quantity (recent and relevant) as depicted in the delivery schedule.

- Satisfactory/Favorable Past Performance equals “Acceptable”. Proceed to evaluate offeror’s price proposal(s).
- Unsatisfactory/Unfavorable Past Performance equals “Unacceptable”. Unacceptable past performance shall be deemed ineligible for award.
- No available or meaningful Past Performance equals “Acceptable”. Proceed to evaluate offeror’s price proposal(s).

PRICE EVALUATION APPROACH. The government will evaluate the total price inclusive of the base year and all option years for each price proposal submitted.

The government will award a contract or contracts that provide the most economical price or combination of prices to the government. This approach may result in: one contract for the entire quantity, two contracts for 1/2 the required total quantity, three contracts for 1/3 the required total quantity, four contracts for 1/4 the required total quantity or a combination partial quantities. For example, the government may award one contract for 1/2 the quantity (Base Year 125,004) and two contracts for 1/4 the quantity (Base Year 62,502) for a total of three separate contracts. No offeror will receive more than one contract.

The Price Proposal must be complete and shall reflect a clear understanding of the requirements. Unreasonably low proposed prices, initially or subsequently, may be grounds for eliminating a Proposal from the competition if it is deemed the pricing is a reflection of not having an understanding of the requirement.

In the event of a tie price proposal, the government will conduct a drawing by lot to determine the winning offeror.

PROPOSAL SUBMISSION

INTRODUCTION. The Offeror's proposal shall be submitted electronically via email by the date and time indicated in the solicitation in the files set forth below. The use of hyperlinks in proposals is prohibited. The Offeror's proposal shall consist of four (4) volumes. The volumes are: VOLUME I TECHNICAL FACTOR, VOLUME II PAST PERFORMANCE, VOLUME III PRICE FACTOR, and VOLUME IV ADDITIONAL INFORMATION (not a rated factor).

PROPOSAL FILES. Offeror's responses shall be submitted in accordance with the following instructions:

Format. The submission shall be clearly indexed and logically assembled. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Proposal page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the Offeror's proposal. All files will be submitted as either a Microsoft Office file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left and right margins shall be a minimum of one inch each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Offeror's page limitations unless otherwise indicated in the specific Volume instructions below. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions or by exceeding the total page limit for a particular volume, will not be evaluated. Pages not evaluated due to violation of the margin, font or spacing restrictions will not count against the page limitations. The page count will be determined by counting the pages in the order they come up in the print layout view.

File Packaging. All of the proposal files may be compressed (zipped) into one file entitled "proposal.zip" using WinZip version 6.2 or later version or the proposal files may be submitted individually.

Content Requirements. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. The titles and page limits requirements for each file are shown in the Table below:

Volume	Factor	File Name	Page Limitations
Volume I	Technical	Technical	25 pages
Volume II	Price	Price	The Offeror shall complete the pricing chart(s)
Volume III	Past Performance	Past Performance	1 page limit per reference with no more

			than 5 references. Total page limit 5 pages.
Volume IV	Not Rated Factor	Additional Info	15 Pages

A Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the technical Volume.

See also FAR 52.212-1, Instructions to Offerors – Commercial Items.

VOLUMES

VOLUME I – TECHNICAL FACTOR.

The following information shall be provided:

Specifications for proposed cotton elements (bunting and duck). Information must indicate or certify that it is wholly produced in the United States.

Specifications on proposed interment flag canton. Information must indicate or certify that it is wholly produced in the United States.

Specifications for grommets to include information certifying that they are wholly manufactured in the United States.

Specifications on all thread (needle thread, white looper thread, white thread, blue thread, and red thread), to include information certifying that they are wholly produced/manufactured in the United States.

VOLUME II – PRICE FACTOR. The Offeror shall complete up to 4 of the following pricing proposals. Offerors are not required to submit pricing for all four Price Proposals, but if an offeror submits pricing for “Price Proposal 1” the offeror must also submit Price Proposals 2-4. If an offeror submits pricing for “Price Proposal 2” the offeror must also submit Price Proposals 3-4. If an offeror submits pricing for “Price Proposal 3” the offer must also submit “Price Proposal 4”.

Pricing Chart	Price Proposal 1 (1 of 1 Contract)			Price Proposal 2 (1 of 2 Contracts)		
	Quantity	Unit Price	Total \$	Quantity	Unit Price	Total \$
Base Year ('12-'13)	250,008			125,004		
Option Year 1 ('13-'14)	250,008			125,004		
Option Year 2 ('14-'15)	250,008			125,004		
Option Year 3 ('15-'16)	248,832			124,416		
Option Year 4 ('16-'17)	248,832			124,416		
Total Price						

Pricing Chart	Price Proposal 3 (1 of 3 Contracts)			Price Proposal 4 (1 of 4 Contracts)		
	Quantity	Unit Price	Total \$	Quantity	Unit Price	Total \$

Base Year ('12-'13)	83,336			62,502		
Option Year 1 ('13-'14)	83,336			62,502		
Option Year 2 ('14-'15)	83,336			62,502		
Option Year 3 ('15-'16)	82,944			62,208		
Option Year 4 ('16-'17)	82,944			62,208		
Total Price						

VOLUME III – PAST PERFORMANCE. The Offeror shall provide up to 5 recent and relevant past performance references. Each reference shall contain the following information (if applicable):

Offeror Name:
 Contract Amount \$:
 Client/Customer/Agency/Company Name:
 Point of Contact:
 Point of Contact Phone:
 Point of Contact Email:
 Contract Number:
 Period of Performance:
 Description:

VOLUME IV – ADDITIONAL INFORMATION. The Offeror shall provide the following additional information. This information is not an evaluation factor and is only included as part of the responsibility determination.

Number of days required for mobilization between contract award and first delivery (industry mobilization).

List of proposed suppliers and/or subcontractors:

Company Name, Address, Phone, Website (if applicable), and place of performance. (The contracting officer may at the Government's discretion conduct a preaward survey to determine technical capability of any offeror as stated in the RFQ).

Certified affirmative statement that the offeror's furnished flags will conform to the United States of America National Interment Flag Commercial Item Description (CID) A-A-52696 (tailored) dated 5 August 1996, Public Law (PL) 105-26, and the non-manufacturer rule (FAR 19.001).

DEFINITIONS

Acceptable - A proposal that demonstrates the offeror's ability to meet or exceed all of the Government's minimum requirements as identified in the solicitation.

Unacceptable - A proposal that fails to demonstrate the offeror's ability to meet the Government's minimum requirements as identified in the solicitation, and cannot be corrected without a major rewrite or revision of the proposal. A proposal that fails to meet the Government's requirements after the final evaluation shall be ineligible for award regardless of whether it can be corrected without a major rewrite or revision of the proposal.

(End of Addendum to 52.212-1)

E.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Low Price Technically Acceptable

Technical and past performance, when combined, are Equal to price.

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

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

(End of Provision)

E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (NOV 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United

States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

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

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

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

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

"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.

"Veteran-owned small business concern" means a small business concern--

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

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

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

"Women-owned small business concern" means a small business concern--

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

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

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

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database 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 Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs none.

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, 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.

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

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

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:_____]. Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture:_____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

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

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) Affirmative Action Compliance. The offeror represents that--

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

 [List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "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 Act-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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____

_____	_____
_____	_____

[List as necessary]

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

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act--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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian 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)(4)(ii) of this provision, is a U.S.-made, 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 Act. 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 \$3,000 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 Act. (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.)

☐ (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 Act 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 a central contractor registration database 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) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

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

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

(o) Sanctioned activities relating to Iran.

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

(2) Representation and Certification. 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; and

(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.

(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.

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.5 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause--

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

(b) 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.

(End of Provision)

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

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

Hand-Carried Address:

Department of Veterans Affairs
Office of Acquisition Operations
Strategic Acquisition Center
10300 Spotsylvania Ave Suite 400
Fredericksburg VA 22408

Mailing Address:

Department of Veterans Affairs
Office of Acquisition Operations
Strategic Acquisition Center
10300 Spotsylvania Ave Suite 400
Fredericksburg VA 22408

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

(End of Provision)

E.7 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the CID A-A-52696 and Public Law 105-261 as to product being wholly produced in the United States. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
 - (2) Identify the solicitation and/or contract number;
 - (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.10 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

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

(End of Provision)

E.11 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--	NOV 2011
52.232-38	REPRESENTATION AND CERTIFICATION SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
52.217-5	EVALUATION OF OPTIONS	JUL 1990
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008