

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.  636-17-1-4995-0002		PAGE 1 OF 49	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER  VA263-17-Q-0436	
						6. SOLICITATION ISSUE DATE  03-20-2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME David Malm				b. TELEPHONE NO. (No Collect Calls) 701-239-3700 ext 9-4596	
						8. OFFER DUE DATE/LOCAL TIME 03-27-2017 4:00pm CST	
9. ISSUED BY DEPARTMENT OF VETERANS AFFAIRS NETWORK 23 CONTRACTING OFFICE 2101 NORTH ELM STREET (04-S) BLDG 30 FARGO, ND 58102				CODE 04-S		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"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 337214 SIZE STANDARD: 1000 Employees	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DEPARTMENT OF VETERAN AFFAIRS 465 AVENUE OF THE CITIES SUITE 140  EAST MOLINE, IL 61244				CODE		16. ADMINISTERED BY DEPARTMENT OF VETERANS AFFAIRS NETWORK 23 CONTRACTING OFFICE 2101 NORTH ELM STREET (04-s) BLDG 30 FARGO, ND 58102	
						CODE 04-S	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEPARTMENT OF VETERANS AFFAIRS FINANCIAL SERVICES CENTER FMS-VA-2 (101) P.O. BOX 149971 AUSTIN TX 78714-9971			
				CODE Y			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: 877-353-9791 FAX: 512-460-5540	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		FURNITURE IS FOR THE QUAD CITIES VET CENTER.  THIS IS A LOWEST PRICED TECHNICALLY ACCEPTABLE (LPTA) PROCUREMENT.  THE SOLICITATION IS A 100% SET-ASIDE FOR A "VETBIZ VERIFIED" SERVICE DISABLED OWNED SMALL BUSINESS (SDVOSB).  PLEASE REFERENCE OBLIGATION NUMBER 636A73XXX ON ALL SHIPMENTS AND INVOICES.  THIS IS A BRAND NAME OR EQUAL (BNOE) TO PROCUREMENT. ANY "OR EQUAL TO" ITEM MUST MEET THE FUNCTIONAL PERFORMANCE SPECIFICATIONS. VENDOR MUST BE ABLE TO DEMONSTRATE THAT THEIR SOLUCITION MEETS OR EXCEEDS THE SALIENT CHARACTERISTICS DESCRIBED IN SECTION "B" BELOW.  PERIOD OF PERFORMANCE: FURNITURE DELIVERY AND SETUP SHALL BE COMPLETED NO MORE THAN 60 DAYS AFTER DATE LISTED IN BLOCK 3 ABOVE.  (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 636-3670160-4995-824700-3126-636A73XXX-SPVOBPIAS				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"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<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 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) LANCE HAMAN NCO2315L2-5150		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: TBD

b. GOVERNMENT: Contracting Officer 36C437

DEPARTMENT OF VETERANS AFFAIRS

NETWORK 23 CONTRACTING OFFICE

2101 NORTH ELM STREET (04-S)

BLDG 30

FARGO, ND 58102

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ UPON ACCEPTANCE

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

DEPARTMENT OF VETERANS AFFAIRS

FINANCIAL SERVICES CENTER

FMS-VA-2 (101)

P.O. BOX 149971

AUSTIN TX 78714-9971

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

AMENDMENT NO	DATE

## B.2 SCOPE OF WORK

### Project Title: Quad Cities Furniture Requirement

#### Overview:

The Iowa City VA Health Care System Iowa City, IA is soliciting quotes for furniture for an offsite location in East Moline, Illinois.

The Quad Cities Vet Center (#430) is located at

465 Avenue of the Cities  
Suite 140  
East Moline, IL 61244.

Furniture design must be aligned with Patient Aligned Care Team (PACT) methodology as found here: <http://www.cfm.va.gov/til/dGuide/dgPACT.pdf>

#### Objectives:

1. Furniture must meet or exceed the salient characteristics described below.

**NOTE - THIS IS A BRAND NAME OR EQUAL SOLICITATION – Manufacturer make and models listed below are for reference purposes only. Offerors may propose alternate items aimed at achieving the objectives described above. Vendors are not restricted to matching the below items directly.**

Note: Offers of “equal” products - Offeror must clearly indicate in its offer that the product being offered is an “equal” product. The “equal” product must have the same physical, functional, or performance characteristics as the items referenced above.

Responses shall be on an all or none basis, no partial submission.

To order be considered responsive to this solicitation your business must be “verified” in Vetbiz.gov as a verified SDVOSB vendor.

The Government reserves the right to make no award at all.

New Equipment ONLY; NO remanufactured or "gray market" items.

All items must be covered by the manufacturer's warranty.

Please provide technical specification if offering an equal product.

Authorized dealers: Only firms who are authorized dealers will be considered in addition to the original equipment manufacturer. A letter from the manufacturer stating your company is an authorized dealer for the line items must be in possession by the due date and be available for submission, if requested.

Delivery, Assemble and Set-up in designated rooms is required.

See Attached Floor Plan in Section D.

**Counselor Rm 102**

Cubic Tufted Lounge Chair (28.5x30.25x32.5) (Qty 2 EA)

- Leg Cubic - H3F - Exposed Wood Tapered Leg
- Finish - MHM - Honey Maple
- Fabrics & Leather, 4.25 yd. - 5 Grade 5 - Material
- Grade 5 Material – 0401 - Maharam Lariat
- Maharam Lariat – 025 - Alabaster

Round Table – Silvr Ion Wood (23x23x16.5) (Qty 1 EA)

- Power Coat – H1F – Warm Grey (with Silver Ion antimicrobial – standard)
- Standard Wood and Laminate – MHM – Honey Maple

Tackboard (1- piece) Impulse G2 (64.375x22.625) (Qty 1 EA)

- Tackboard/VP Board Fabrics – 4 – Grade 4 Fabric
- Grade 4 Material – MG – Maharam Messenger
- Maharam Messenger – 078 – Tusk

**Counselor Rm 106**

Cubic Tufted Lounge Chair (28.5x30.25x32.5) (Qty 2 EA)

- Leg Cubic - H3F - Exposed Wood Tapered Leg
- Finish - MHM - Honey Maple
- Fabrics & Leather, 4.25 yd. – 4 - Grade 4 Material
- Grade 5 Material - 091M - Momentum Lineup
- Momentum Line Up – Tranquil

Round Table – Silvr Ion Wood (23x23x16.5) (Qty 1 EA)

- Power Coat – H1F – Warm Grey (with Silver Ion antimicrobial – standard)
- Standard Wood and Laminate – MHM – Honey Maple

Tackboard (1- piece) Impulse G2 (64.375x22.625) (Qty 1 EA)

- Tackboard/VP Board Fabrics – 4 – Grade 4 Fabric
- Grade 4 Material – MG – Maharam Messenger
- Maharam Messenger – 061 – Capri

**Family Rm 103**

Cubic Tufted Lounge Chair (28.5x30.25x32.5) (Qty 1 EA)

- Leg Cubic - H3F - Exposed Wood Tapered Leg
- Finish - MHM - Honey Maple
- Fabrics & Leather, 4.25 yd. - 5 Grade 5 - Material
- Grade 5 Material – 0401 - Maharam Lariat
- Maharam Lariat – 025 – Alabaster

Cubic Tufted Love Seat (61x30x25x32.5) (Qty 1 EA)

- Leg Cubic - H3F - Exposed Wood Tapered Leg
- Finish - MHM - Honey Maple
- Fabrics & Leather, 8 - 4 - Grade 4 Material
- Grade 5 Material – 091M – Momentum Line Up
- Momentum Line Up – Tranquil

Round Table – Silvr Ion Wood (23x23x16.5)

(Qty 1 EA)

- Power Coat – H1F – Warm Grey (with Silver Ion antimicrobial – standard)
- Standard Wood and Laminate – MHM – Honey Maple

Pedestal Return - (Left Full) Impulse G2 (22x48)

(Qty 1 EA)

- Finish, Impulse – MHM – Honey Maple
- Edge, Impulse – DQ – Flair – 1.1875”
- Pull, Impulse – BE – Axis Satin Nickel
- Hinged Access Panel, Impulse – FX – No Hinged Access Panel
- Grommet – G3 - Grommet Center (standard)
- Key – NM – Locking, Standard Key

Pedestal Desk - (Right Full) Impulse G2 (66x30)

(Qty 1 EA)

- Finish, Impulse – MHM – Honey Maple
- Edge, Impulse – DQ – Flair – 1.1875”
- Pull, Impulse – BE – Axis Satin Nickel
- Modesty Type, Impulse – A7Z – Wood Half
- Modest Insert – A7Z – Wood Half, No Insert
- Grommet – G4 – Grommet Left
- Key – NM – Locking, Standard Key

Highback Organizer (4-Door) Impulse G2 (66x15x42.5)

(Qty 1 EA)

- Finish, Impulse – MHM – Honey Maple
- 4-Door Type – 1 High, Impulse – HG – Silver-Framed with Frosted Glass Insert
- 6-Door Glass – 1 High, Impulse – HG – Silver-Framed with Frosted Glass Insert
- Back, Impulse – LX – Finished Back
- Paper Management, Impulse – A8B – No Paper Management
- Inside Back Panel, Impulse – W2 – No Tackboard
- Inside Back Panel – W2 – No Tackboard

Round Ottoman with Removable Top – Boost (20.75 dia x 18h)

(Qty 1 EA)

- Base, Boost – QZ – Concealed Glide (standard)
- Finish, Boost – X9 – No Finish (not applicable)
- Top Grade/Fabric – TOP – Top Grade/Fabric
- Fabrics & Leather, No LV – 5 – Grade 5 Material
- Grade 5 Material – 091L – Momentum Knack
- Momentum Knack – 09129217 – Wave
- Side Grade/Fabric – SIDE – Side Grade/Fabric
- Fabrics & Leather, No LV – 4 – Grade 4 Material
- Grade 4 Material – MG – Maharam Messenger
- Maharam Messenger – Peridot

Round Ottoman with Removable Top – Boost (20.75 dia x 18h) (Qty 1 EA)

- Base, Boost – QZ – Concealed Glide (standard)
- Finish, Boost – X9 – No Finish (not applicable)
- Top Grade/Fabric – TOP – Top Grade/Fabric
- Fabrics & Leather, No LV – 5 – Grade 5 Material
- Grade 5 Material – 092D – Momentum Solace
- Momentum Solace – MAUI
- Side Grade/Fabric – SIDE – Side Grade/Fabric
- Fabrics & Leather, No LV – 5 – Grade 5 Material
- Grade 5 Material – 092D – Maharam Solace
- Momentum Solace – MAUI

Tackboard (1-piece) Impulse G2 (64.375x22.625) (Qty 1 EA)

- Tackboard/VPBoard Fabrics - 4 - Grade 4 Fabric
- Grade 4 Material - MG - Maharam Messenger
- Maharam Messenger - 060 - Peridot

Key#103

- Plug and Key Nickel 100 (Qty 4 EA)

Drawer (Center)( 23x16.625x3) (Qty 1 EA)

- Finish, Draw (Center) – MHM – Honey Maple

Task Light (35.04x4.38x1.3) (Qty 1 EA)

**Group Rm 104**

Table Top (Racetrack) Intermix (96x42x1.125) (Qty 1 EA)

- 3D Laminate – MH3 – Honey Maple
- Edge for 3D Laminate – B9G – Ergo
- Power Cutout – QR – No Cutout

Table Base (Panel with Aluminum End Caps) Intermix (21x5x28.75) (Qty 2 EA)

- TFL – Solid Color & Wood Grain – MH2 – Honey Maple

**Group Rm 110**

Cubic Tufted Lounge Chair (28.5x30.25x32.5) (Qty 4 EA)

- Leg Cubic - H3F - Exposed Wood Tapered Leg
- Finish - MHM - Honey Maple
- Fabrics & Leather, 4.25 yd. - 5 - Grade 5 Material
- Grade 5 Material – 0401 - Maharam Lariat
- Maharam Lariat – 025 - Alabaster

Cubic Tufted Love Seat (61x30x25x32.5) (Qty 1 EA)

- Leg Cubic - H3F - Exposed Wood Tapered Leg
- Finish - MHM - Honey Maple
- Fabrics & Leather, 8 yd. - 4 - Grade 4 Material

- Grade 5 Material – 091M – Momentum Line Up
- Momentum Line Up – Tranquil

Round Table – Silvr Ion Wood (23x23x16.5) (Qty 1 EA)

- Power Coat – H1F – Warm Grey (with Silver Ion antimicrobial – standard)
- Standard Wood and Laminate – MHM – Honey Maple

Cocktail Table – Silvr Ion Metal (46x23x16.5) (Qty 1 EA)

- Power Coat – H1F – Warm Grey (with Silver Ion antimicrobial – standard)
- Standard Wood and Laminate – MHM – Honey Maple

**Manager Rm 101**

Cubic Tufted Lounge Chair (28.5x30.25x32.5) (Qty 1 EA)

- Leg Cubic - H3F - Exposed Wood Tapered Leg
- Finish - MHM - Honey Maple
- Fabrics & Leather, 4.25 yd. - 5 - Grade 5 Material
- Grade 5 Material – 0401 - Maharam Lariat
- Maharam Lariat – 025 – Alabaster

Cubic Tufted Love Seat (61x30x25x32.5) (Qty 1 EA)

- Leg Cubic - H3F - Exposed Wood Tapered Leg
- Finish - MHM - Honey Maple
- Fabrics & Leather, 8 yd. - 4 - Grade 4 Material
- Grade 5 Material – 091M – Momentum Line Up
- Momentum Line Up – Tranquil

Round Table – Silvr Ion Wood (23x23x16.5) (Qty 1)

- Power Coat – H1F – Warm Grey (with Silver Ion antimicrobial – standard)
- Standard Wood and Laminate – MHM – Honey Maple

Pedestal Return – (Right Full) Impulse G2 (22x48) (Qty 1 EA)

- Finish, Impulse – MHM – Honey Maple
- Edge, Impulse – DQ – Flair – 1.1875”
- Pull, Impulse – BE – Axis Satin Nickel
- Hinged Access Panel, Impulse – FX – No Hinged Access Panel
- Grommet – G3 - Grommet Center (standard)
- Key – NM – Locking, Standard Key

Pedestal Desk - (Left Full) Impulse G2 (66x30) (Qty 1 EA)

- Finish, Impulse – MHM – Honey Maple
- Edge, Impulse – DQ – Flair – 1.1875”
- Pull, Impulse – BE – Axis Satin Nickel
- Modesty Type, Impulse – FS – Full Panel Standard
- Modest Insert – FS – Full Panel, No Insert
- Grommet – G2 – Grommet Right



- Key – NM – Locking, Standard Key

Highback Organizer (4-Door) Impulse G2 (66x15x42.5) (Qty 1 EA)

- Finish, Impulse – MHM – Honey Maple
- 4-Door Type – 1 High, Impulse – HG – Silver-Framed with Frosted Glass Insert
- 6-Door Glass – 1 High, Impulse – HG – Silver-Framed with Frosted Glass Insert
- Back, Impulse – LX – Finished Back
- Paper Management, Impulse – A8B – No Paper Management
- Inside Back Panel, Impulse – W2 – No Tackboard
- Inside Back Panel – W2 – No Tackboard

Tackboard (1-piece) Impulse G2 (64.375x22.625) (Qty 1 EA)

- Tackboard/VPBoard Fabrics - 4 - Grade 4 Fabric
- Grade 4 Material - MG - Maharam Messenger
- Maharam Messenger - 060 - Peridot

KEY#101

- Plug and Key Nickel 100 (Qty 4 EA)

Drawer (Center)(23x16.625x3) (Qty 1 EA)

- Finish, Draw (Center) – MHM – Honey Maple

Task Light (35.04x4.38x1.3) (Qty 1 EA)

**Office Manager Rm 115**

Tackboard Impulse G2 (72x23.75) (Qty 1 EA)

- Tackboard/VPBoard Fabrics - 4 - Grade 4 Fabric
- Grade 4 Material - MG - Maharam Messenger
- Maharam Messenger – 078 - Tusk

**Reception Rm 114**

Pedestal (Mobile) Element (16.25x20) (Qty 1 EA)

- Finish, Chassis, Element – MHM – Honey Maple
- Pull, Element – BG - Empire
- Key#114
- Key – NM – Locking, Standard Key

Desk Shell, Element (72x34.3125) (Qty 1 EA)

- Worksurface Finnish – MHM – Honey Maple
- Finish, Chassis, Element – MHM – Honey Maple
- Transaction Shell Material, Element – ZC – Straight Grain
- Transaction Shelf Finish, Element – MHM – Honey Maple
- Chassis Front Panel, Element – B7V- Straight Grain with Metallic Inlay
- Overlay Finish, Element – ZJ – No Overlay
- Grommet – G3 – Grommet Center

**Key #114**

- Plug and Key Nickel 100 (Qty 1 EA)

**Student Rm 111**

Cubic Tufted Lounge Chair (28.5x30.25x32.5) (Qty 2 EA)

- Leg Cubic - H3F - Exposed Wood Tapered Leg
- Finish - MHM - Honey Maple
- Fabrics & Leather, 4.25 yd. - 5 - Grade 5 Material
- Grade 5 Material – 0401 - Maharam Lariat
- Maharam Lariat – 025 – Alabaster

Round Table – Silvr Ion Wood (23x23x16.5) (Qty 1 EA)

- Power Coat – H1F – Warm Grey (with Silver Ion antimicrobial – standard)
- Standard Wood and Laminate – MHM – Honey Maple

Tackboard (1-piece) Impulse G2 (64.375x22.625) (Qty 1 EA)

- Tackboard/VPBoard Fabrics - 4 - Grade 4 Fabric
- Grade 4 Material - MG - Maharam Messenger
- Maharam Messenger - 031 - Cloud

**Vestibule Rm 113**

Bench, Fiat (60x22x18) (Qty 1 EA)

- Fabrics & Leather, No LV - 5 - Grade 5 Material
- Grade 5 Material – 0401 - Maharam Lariat
- Maharam Lariat – 032 – Plum

**Waiting Rm 112**

Tufted Lounge Chair (28.5x30.25x32.5) (Qty 3 EA)

- Leg Cubic - H3F - Exposed Wood Tapered Leg
- Finish - MHM - Honey Maple
- Fabrics & Leather, 4.25 yd. - 5 - Grade 5 Material
- Grade 5 Material – 0401 - Maharam Lariat
- Maharam Lariat – 025 – Alabaster

Cubic Tufted Love Seat (61x30x25x32.5) (Qty 2 EA)

- Leg Cubic - H3F - Exposed Wood Tapered Leg
- Finish - MHM - Honey Maple
- Fabrics & Leather, 8 yd. - 4 - Grade 4 Material
- Grade 5 Material – 091M – Momentum Line Up
- Momentum Line Up – Tranquil

Round Table – Silvr Ion Wood (23x23x16.5) (Qty 2 EA)

- Power Coat – H1F – Warm Grey (with Silver Ion antimicrobial – standard)
- Standard Wood and Laminate – MHM – Honey Maple

Cocktail Table – Silvr Ion Wood (46x23x16.5) (Qty 1 EA)

- Power Coat – H1F – Warm Grey (with Silver Ion antimicrobial – standard)
- Standard Wood and Laminate – MHM – Honey Maple

Credenza Drawer – Shelf Drawer, Beck, (70.5x19.25x30) (Qty 1 EA)

- Chassis Finish – MHM – Honey Maple (on ash)
- Door Pull, Leg & Base Finish – MHM – Honey Maple (on ash)

Round Ottoman with Removable Top – Boost 20.75 dia x 18h (Qty 1 EA)

- Base, Boost – QZ – Concealed Glide (standard)
- Finish, Boost – X9 – No Finish (not applicable)
- Top Grade/Fabric – TOP – Top Grade/Fabric
- Fabrics & Leather, No LV – 2 – Grade 2 Material
- Grade 5 Material – 09B – Momentum Origin
- Momentum Solace – MYTH
- Side Grade/Fabric – SIDE – Side Grade/Fabric
- Fabrics & Leather, No LV – 2 – Grade 2/COL Material
- Grade 2/COL Material – 09B – Momentum Origin
- Momentum Solace – MYTH

Round Ottoman with Removable Top – Boost 20.75 dia x 18h (Qty 1 EA)

- Base, Boost – QZ – Concealed Glide (standard)
- Finish, Boost – X9 – No Finish (not applicable)
- Top Grade/Fabric – TOP – Top Grade/Fabric
- Fabrics & Leather, No LV – 5 – Grade 5 Material
- Grade 5 Material – 092D – Momentum Solace
- Momentum Solace – MAUI
- Side Grade/Fabric – SIDE – Side Grade/Fabric
- Fabrics & Leather, No LV – 5 – Grade 5 Material
- Grade 5 Material – 092D – Maharam Solace
- Momentum Solace – MAUI

**Furniture Delivery, Install and Set-up** (1 JB)

1. Furniture delivery and setup is required to be completed and accepted no more than 60 days after receipt of award.
2. The VA reserves the right to negotiate with the awardee an expedited delivery.

**B.3 PRICE/COST SCHEDULE**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Cubic Tufted Lounge Chair (203141) (28.5"x 30.25" x 23.5") - leg, cubic (exposed wood tapered) - finish, honey maple - Upholstery: - Maharam, Lariat (0401) - grade 5 - Alabaster (025)	13.00	EA		
0002	Cubic Tufted Lounge Chair (203141) (28.5"x 30.25" x 23.5") - leg, cubic (exposed wood tapered) - finish, honey maple - Upholstery: - Momentum Lineup (091M) - grade 5 - Tranquil	2.00	EA		
0003	Table - Round (BNOE to Herman Miller - PIGOTT Silvr Ion Wood Round Table - 440-23RD) 23"x 23" x 16.5" Powder Coat - Warm Grey Stand Wood & Laminate - Honey Maple	8.00	EA		
0004	Impulse G2 Tack Board (FT1088) 1 piece 64.375 x 22.625 Upholstery - Maharam Messenger Grade 4 (061) Capri	1.00	EA		
0005	Impulse G2 Tack Board (FT1088) 1 piece 64.375 x 22.625 Upholstery - Maharam Messenger Grade 4 (078) Tusk	1.00	EA		
0006	Impulse G2 Tack Board (FT1088)	2.00	EA		

	1 piece 64.375 x 22.625 Upholstery - Maharam Messenger Grade 4 Peridot 060)				
<b>0007</b>	Tackboard (G2 (72x23.75) Tackboard/VP Board Fabrics - 4 Grade 4 Fabric Grade 4 Material - MG - Maharam Messenger Maharam Messenger 078 Tusk	1.00	EA		
<b>0008</b>	ft2069 tack board Impulse G2 (72x23.75) Grade 4 material - MG- Maharam Messenger Maharam Messenger - 031 - Cloud	1.00	EA		
<b>0009</b>	Cubic Tufted Love Seat (203142) (61"x 30.25"x 32.5") - leg, cubic (exposed wood tapered) - finish Honey Maple - Upholstery: - Momentum Lineup - Grade 4 - Tranquil	5.00	EA		
<b>0010</b>	Impulse G2 Left Full Pedestal Return 22" x 48" Finish - Honey Maple Edge - Flair (1.1875") Pull - Axis Satin Nickel No Hinged Access Panel Grommet Center (Standard) Key - Locking (Standard Key) (5-2248FLPR2)	1.00	EA		
<b>0011</b>	Impulse G2 Right Full Pedestal Desk 66"x 30" Finish - Honey Maple Edge - Flair - 1.1875" Pull - Axis Satin Nickel Modesty Type - Wood Half	1.00	EA		

	Modesty Insert - Wood Half w/ no insert Grommet Left Key - Locking (Standard Key) (5-6630FRPD2)				
0012	Impulse G2 Highback Organizer 4 door finish - Honey Maple 4 door type 1 high, silver framed w/ frosted glass insert 6 door glass 1 high, silver framed with frosted glass insert back - finished No paper management Inside back panel - no tack board 5-6643HD4-2	2.00	EA		
0013	Round Ottoman w/ Removeable Top 20.75" dia x 18" h Base - Boost with concealed glide Top Grade Fabric - Grade 5 Material - Momentum Origin (09B) - Momentum Solace - Myth Side Grade Fabric - Grade 5 Material - Momentum Origin - Momentum Solace - Myth F49058-R	1.00	EA		
0014	Round Ottoman w/ Removeable Top 20.75" dia x 18" h Base - Boost with concealed glide Top Grade Fabric - Grade 5 Material - Momentum Solace (092D) - Maui Side Grade Fabric - Grade 5 Material	2.00	EA		

	- Momentum Solace - Maui F49058-R				
0015	Round ottoman w/ removeable top 20.75" dia base - boost concealed glide Upholstery - Top Grade Fabric - Grade 5 Material - Momentum Knack - Wave Side Grade Fabric - Grade 4 Material - Maharam Messenger - Peridot F49058-R	1.00	EA		
0016	Key Plug and key nickel 100 LOCAL STOCK NUMBER: ft2069 Key Plug and key nickel 100	9.00	EA		
0017	OCD Center Drawer 23"x 16.625" x 3" Finish - Honey Maple	2.00	EA		
0018	TL-1 task light 35.04"x 4.38" x 1.3" LOCAL STOCK	2.00	EA		
0019	Intermix Racetrack Table Top 96" x 42" x 1.125" Finish - 3D Laminate Honey Maple Edge - Ergo No Cutout CC-D9642AT	1.00	EA		
0020	Intermix Panel Base w/alum end caps 21" x 5" x 28.75" Finish solid color and wood grain - Honey Maple CC-M21PBT	2.00	EA		

<b>0021</b>	51240 bench (Fiat) (60x22x18)	1.00	EA	_____	_____
<b>0022</b>	Cocktail Table (Silvr Ion Wood) 23" x 23" X 16.5" Power Coat - Warm Grey Standard Wood and Laminate - Honey Maple 440-46x23 LOCAL STOCK	1.00	EA	_____	_____
<b>0023</b>	Cocktail Table (Silvr Ion Metal) 23" x 23" X 16.5" Power Coat - Warm Grey Standard Wood and Laminate - Honey Maple 470-46x23	1.00	EA	_____	_____
<b>0024</b>	Credenza drawer-shelf- drawer (70.5x19.25x30 ) bk-3072dsd Chassis Finish - MHM - Honey Maple (on ash) Door Pull, Leg & Base Finish - MHM - Honey Maple (on ash)	1.00	EA	_____	_____
<b>0025</b>	Pedestal Return - (Right Full) Impulse G2 (22x48) - Finish, Impulse – MHM – Honey Maple - Edge, Impulse – DQ – Flair – 1.1875” - Pull, Impulse – BE – Axis Satin Nickel - Hinged Access Panel, Impulse – FX – No Hinged Access Panel - Grommet – G3 - Grommet Center (standard) - Key – NM – Locking, Standard Key	1.00	EA	_____	_____
<b>0026</b>	Pedestal Desk - (Left Full) Impulse G2 (66x30)  - Finish, Impulse – MHM – Honey Maple - Edge, Impulse – DQ – Flair – 1.1875” - Pull, Impulse – BE – Axis Satin Nickel - Modesty Type, Impulse – FS – Full Panel	1.00	EA	_____	_____



	Standard				
	- Modest Insert –				
	FS – Full Panel, No Insert				
	- Grommet – G2 –				
	Grommet Right				
	- Key – NM –				
	Locking, Standard Key				
<b>0027</b>	Pedestal (Mobile)	1.00	EA	_____	_____
	Element (16.25x20)				
	- Finish, Chassis,				
	Element – MHM –				
	Honey Maple				
	- Pull, Element –				
	BG - Empire				
	- Key#114				
	- Key – NM –				
	Locking, Standard Key				
<b>0028</b>	Desk Shell, Element	1.00	EA	_____	_____
	(72x34.3125)				
	- Worksurface				
	Finnish – MHM – Honey				
	Maple				
	- Finish, Chassis,				
	Element – MHM –				
	Honey Maple				
	- Transaction Shell				
	Material, Element – ZC –				
	Straight Grain				
	- Transaction Shelf				
	Finish, Element – MHM				
	– Honey Maple				
	- Chassis Front				
	Panel, Element – B7V-				
	Straight Grain with				
	Metallic Inlay				
	- Overlay Finish,				
	Element – ZJ – No				
	Overlay				
	- Grommet – G3 –				
	Grommet Center				
<b>0029</b>	Furniture Delivery,	1.00	JB	_____	_____
	Install and Set-up				
	(1 JB)				
				<b>GRAND</b>	_____
				<b>TOTAL</b>	

**B.4 DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	13.00	60 Days ARO
0002	2.00	60 Days ARO
0003	8.00	60 Days ARO
0004	1.00	60 Days ARO
0005	1.00	60 Days ARO
0006	2.00	60 Days ARO
0007	1.00	60 Days ARO
0008	1.00	60 Days ARO
0009	5.00	60 Days ARO
0010	1.00	60 Days ARO
0011	1.00	60 Days ARO
0012	2.00	60 Days ARO
0013	1.00	60 Days ARO
0014	2.00	60 Days ARO
0015	1.00	60 Days ARO
0016	9.00	60 Days ARO
0017	2.00	60 Days ARO
0018	2.00	60 Days ARO
0019	1.00	60 Days ARO
0020	2.00	60 Days ARO
0021	1.00	60 Days ARO
0022	1.00	60 Days ARO
0023	1.00	60 Days ARO
0024	1.00	60 Days ARO
0025	1.00	60 Days ARO
0026	1.00	60 Days ARO
0027	1.00	60 Days ARO
0028	1.00	60 Days ARO
0029	1.00	60 Days ARO

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)

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

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

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

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(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).

☐ (15)(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.

☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (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 (OCT 2015) of 52.219-9.

☒ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☒ (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 (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

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

[X] (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

[] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

[] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 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.)

[] (35)(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.)

[] (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[] (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

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

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

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

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

[] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

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

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

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☒ (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☒ (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☒ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (48) 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).

☐ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (58)(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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☐ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 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 (OCT 2015) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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 \$700,000 (\$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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).



(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 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.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Clause)

## **C.3 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

## **C.4 VAAR 852.211-70 SERVICE DATA MANUALS (NOV 1984)**

(a) The successful bidder will supply operation/maintenance (service data) manuals with each piece of equipment in the quantity specified in the solicitation and resulting purchase order. As a minimum, the manual(s) shall be bound and equivalent to the manual(s) provided the manufacturer's designated field service representative as well as comply with all the requirements in paragraphs (b) through (i) of this

clause. Sections, headings and section sequence identified in (b) through (i) of this clause are typical and may vary between manufacturers. Variances in the sections, headings and section sequence, however, do not relieve the manufacturer of his/her responsibility in supplying the technical data called for therein.

(b) Title Page and Front Matter. The title page shall include the equipment nomenclature, model number, effective date of the manual and the manufacturer's name and address. If the manual applies to a particular version of the equipment only, the title page shall also list that equipment's serial number. Front matter shall consist of the Table of Contents, List of Tables, List of Illustrations and a frontispiece (photograph or line drawing) depicting the equipment.

(c) Section I, General Description. This section shall provide a generalized description of the equipment or devices and shall describe its purpose or intended use. Included in this section will be a table listing all pertinent equipment specifications, power requirements, environmental limitations and physical dimensions.

(d) Section II, Installation. Section II shall provide pertinent installation information. It shall list all input and output connectors using applicable reference designators and functional names as they appear on the equipment. Included in this listing will be a brief description of the function of each connector along with the connector type. Instructions shall be provided as to the recommended method of repacking the equipment for shipment (packing material, labeling, etc.).

(e) Section III, Operation. Section III will fully describe the operation of the equipment and shall include a listing of each control with a brief description of its function and step-by-step procedures for each operating mode. Procedures will use the control(s) nomenclature as it appears on the equipment and will be keyed to one or more illustrations of the equipment. Operating procedures will include any preoperational checks, calibration adjustments and operation tests. Notes, cautions and warnings shall be set off from the text body so they may easily be recognizable and will draw the attention of the reader. Illustrations should be used wherever possible depicting equipment connections for test, calibration, patient monitoring and measurements. For large, complex and/or highly versatile equipment capable of many operating modes and in other instances where the Operation Section is quite large, operational information may be bound separately in the form of an Operators Manual. The providing of a separate Operators manual does not relieve the supplier of his responsibility for providing the minimum acceptable maintenance data specified herein. When applicable, flow charts and narrative descriptions of software shall be provided. If programming is either built-in and/or user modifiable, a complete software listing shall be supplied. Equipment items with software packages shall also include diagnostic routines and sample outputs. Submission information shall be given in the Maintenance Section to identify equipment malfunctions that are software related.

(f) Section IV, Principles of Operation. This section shall describe in narrative form the principles of operation of the equipment. Circuitry shall be discussed in sufficient detail to be understood by technicians and engineers who possess a working knowledge of electronics and a general familiarity with the overall application of the devices. The circuit descriptions should start at the overall equipment level and proceed to more detailed circuit descriptions. The overall description shall be keyed to a functional block diagram of the equipment. Circuit descriptions shall be keyed to schematic diagrams discussed in paragraph (i) below. It is recommended that for complex or special circuits, simplified schematics should be included in this section.

(g) Section V, Maintenance. The maintenance section shall contain a list of recommended test equipment, special tools, preventive maintenance instructions and corrective information. The list of test

equipment shall be that recommended by the manufacturer and shall be designated by manufacturer and model number. Special tools are those items not commercially available or those that are designed specifically for the equipment being supplied. Sufficient data will be provided to enable their purchase by the Department of Veterans Affairs. Preventive maintenance instructions shall consist of those recommended by the manufacturer to preclude unnecessary failures. Procedures and the recommended frequency of performance shall be included for visual inspection, cleaning, lubricating, mechanical adjustments and circuit calibration. Corrective maintenance shall consist of the data necessary to troubleshoot and rectify a problem and shall include procedures for realigning and testing the equipment. Troubleshooting shall include either a list of test points with the applicable voltage levels or waveforms that would be present under a certain prescribed set of conditions, a troubleshooting chart listing the symptom, probable cause and remedy, or a narrative containing sufficient data to enable a test technician or electronics engineer to determine and locate the probable cause of malfunction. Data shall also be provided describing the preferred method of repairing or replacing discrete components mounted on printed circuit boards or located in areas where special steps must be followed to disassemble the equipment. Procedures shall be included to realign and test the equipment at the completion of repairs and to restore it to its original operating condition. These procedures shall be supported by the necessary waveforms and voltage levels, and data for selecting matched components. Diagrams, either photographic or line, shall show the location of printed circuit board mounted components.

(h) Section VI, Replacement Parts List. The replacement parts list shall list, in alphanumeric order, all electrical/electronic, mechanical and pneumatic components, their description, value and tolerance, true manufacturer and manufacturers' part number.

(i) Section VII, Drawings. Wiring and schematic diagrams shall be included. The drawings will depict the circuitry using standard symbols and shall include the reference designations and component values or type designators. Drawings shall be clear and legible and shall not be engineering or productions sketches.

(End of Clause)

## **C.5 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)**

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished

by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

(End of Clause)

## **C.6 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) Definition. For the Department of Veterans Affairs, "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 (or eligible surviving spouses);

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

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

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(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).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

## **C.7 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

(1) VA's Electronic Invoice Presentation and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail; the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

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

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

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

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

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

(End of Clause)

### **C.8 VAAR 852.246-70 GUARANTEE (JAN 2008)**

The contractor guarantees the equipment against defective material, workmanship and performance for a period of NO LESS THAN ONE (1) YEAR WARRANTY, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

### **C.9 VAAR 852.246-71 INSPECTION (JAN 2008)**

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

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

### **LIST OF ATTACHMENTS**

See attached document: Floor Plan.



## SECTION E - SOLICITATION PROVISIONS

### E.1 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of Provision)

### E.2 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

**E.3 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror who offers the Lowest Priced Technically Acceptable quote. The government shall evaluate the lowest quote first and if found technically acceptable will not evaluate other quotes. The following factor will be evaluated in determining technical acceptability:

Technical Capability based on meeting the requirements set forth in this request for quote.

The government will consider past performance when making a contractor responsibility determination IAW 9.104-3(b).”

(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.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (APR 2016)**

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (r) 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.

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

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

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

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

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

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

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

“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.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

“Veteran-owned small business concern” means a small business concern—

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

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

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

“Women-owned small business concern” means a small business concern—

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM 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 .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) 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—Supplies.”

(2) Foreign End Products:

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

*[List as necessary]*

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

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, 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, Panamanian, 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—Free Trade Agreements—Israeli Trade Act.”

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

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

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

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, 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—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—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

_____
_____
_____

*[List as necessary]*

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

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

Canadian or Israeli End Products:

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

*[List as necessary]*

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

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

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

Line Item No.	Country of Origin
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_____	_____
_____	_____

\_\_\_\_\_  
 [List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of Origin
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[List as necessary]

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

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

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

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

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

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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
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*(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

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

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

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

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

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(End of Provision)

(End of Document)