

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.	PAGE 1 OF 52
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
			36C26319Q0089	11/5/18	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Josh Imdacha	b. TELEPHONE NO. (No Collect Calls) 7012393700x3804	8. OFFER DUE DATE/LOCAL TIME 11/12/18 4pm		
9. ISSUED BY DEPARTMENT OF VETERANS AFFAIRS NETWORK 23 CONTRACTING OFFICE 2101 North Elm Street  FARGO ND 58102		CODE 04-S	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 311511 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: 1000 Employees <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" 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 FARGO VA HEALTH CARE SYSTEM 2101 NORTH ELM STREET  FARGO ND 58102			
16. ADMINISTERED BY DEPARTMENT OF VETERANS AFFAIRS NETWORK 23 CONTRACTING OFFICE 2101 North Elm Street  FARGO ND 58102		17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____			
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  PHONE: 877-353-9791 FAX: 512-460-5540		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input 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
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page		26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		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			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C263

DEPARTMENT OF VETERANS AFFAIRS  
 NETWORK 23 CONTRACTING OFFICE  
 2101 North Elm Street  
 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 STATEMENT OF WORK

### STATEMENT OF WORK

Provide Milk Products listed in the Schedule for the period of (date of award) through September 30, 2019, with four (4) 12-month ordering periods for the following Department of Veterans Affairs, Medical Centers:

- Fargo VAHCS Fargo, ND

#### 1. PRODUCT SPECIFICATIONS:

- a. The Fargo VAHCS will prepare a written order which will be available prior to delivery for milk products to the Contractor.
- b. Fargo will require two (2) deliveries per week on Mondays and Thursdays between 8 and 11 am. The order will not be required to be placed more than one week prior to delivery.
- c. Contractor/deliverer will check stock on hand located in the main kitchen walk -in cooler room 2E-48 and the weekly milk usage/stock schedule.
- d. The delivery will be the current day plus any additional days until the next delivery minus the stock on hand.
- e. Contractor will have the delivery checked in by a Nutrition and Food Services employee who has been delegated the authority.
- f. All items must be delivered at a refrigerated temperature between 32 to 45 degrees Fahrenheit. If items do not meet this requirement, they may be rejected.
- g. If an item has been ordered and is not available at the time of delivery, it will be the vendor's responsibility to obtain the necessary product that day.
- h. All delivery tickets and invoices referencing the purchase order number must show the total items delivered for each line item.
- i. The Government does not guarantee the estimated yearly quantity.

2. **AUTHORIZATION FOR CHANGES.** The contractor shall contact the Contracting Officer on all matters pertaining to administration. Only the Contracting Officer is authorized to make commitments to issue changes which will affect the price, quantity and quality or delivery of this contract.

3. **PACKAGING, PACKING AND LABELING.** All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under.

- a. All items must be identified with readable dates (open code dates), or coded dates. Contractors who do not use open dating will provide a product code number key listing to the customer facility. The product code number key listing shall explain the actual date of production or processing. Copies of key-codes will be furnished to each destination receiving

officer and each destination inspection agency with the first delivery.

- b. Offeror is to provide pricing for both each and squat containers, if available. Individual delivery locations will decide which container type to order.
- c. The Government anticipates making a single contract award in the aggregate.
- d. Evaluation of offers will be based on capability to meet the Government requirements, past performance, and price. Preference may be given to offers that provide prices for product in containers as specified. However, vendors may offer alternate container (packaging) options and pricing. Award will be made to the offeror that is determined to be the best value for the Government. Alternative methods, (i.e. hormone free milk) are encouraged. If presenting alternative methods, please specify that in your bid.

4. PRODUCT QUALITY AND FRESHNESS.

- a. All milk and dairy products shall be delivered to the requested destination as listed in the schedule. All milk and dairy products furnished under this contract shall be fresh and of the highest quality.
- b. All products furnished under this contract shall be processed and packed under sanitary conditions in strict accordance with guidelines provided by the U.S. Food and Drug Administration and the U.S. Department of Agriculture, using the best commercial practices that are standard for the industry. All containers shall be clean, sound and securely covered or sealed to provide adequate protection from dirt, filth or contamination.
- c. Unless otherwise specified in the item specification or solicitation, marking shall be in accordance with best commercial practice.
- d. Any commercial or additional labeling as specified which complies with the U.S. Food, Drug and Cosmetic Act and regulations promulgated there under, is acceptable.
- e. Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch-pound units, providing they fall within the tolerances specified using conversion dimensions and those dimensions exceed the tolerances specified in the inch-pound units, a request should be made to the Contracting Officer to determine if the product is acceptable. The COTR, in accordance with the Contracting Officer, will accept or reject the product.

5. FRESHNESS REQUIREMENTS FOR DAIRY PRODUCTS. Fluid dairy and other products shall have a minimum of ten (10) days shelf life remaining at the time of delivery commensurate with good commercial practice and at a minimum, maintain grade A standards.

6. DELIVERIES OR PERFORMANCE.

- a. The Contracting Officer shall authorize Fargo, ND personnel to place delivery orders for products listed in the schedule of pricing.
- b. Orders shall be placed no less than 1 work day prior to the required delivery date, upon delivery at the receiving location, items ordered shall be less than 24 hours old.
- c. Deliveries shall be made between 8:00am and 11:00am, local time, on Monday and Thursday, as requested by the COTR or his/her designee.

d. Deliveries shall be made within the premises at the following locations:

1. Fargo VAHCS  
2101 Elm Street North  
Fargo, ND 58102  
Main kitchen dairy cooler  
Room 2E-48

7. **INSPECTION OF PLANTS:** All product furnished under the awarded contract shall be processed at plants that have been inspected by the Federal Government. Approved inspection reports of another VA Facility or other Federal Government agency will be accepted as satisfactory evidence that the facilities/plants meet these requirements, provided that the inspection was made not more than six (6) months prior to the proposed contract period. The Contracting Officer or his/her designee reserves the right to make pre-award, on-site survey and inspection of the plant, personnel, equipment and processes of the offeror prior to making award and conditions found will be considered in awarding the contract. Inspection(s) may also be made at any time during the life of the contract and, if it is found that the contractor is not complying with specifications, deliveries will be rejected and the products covered by this contract will be procured in the open market. Any excess cost occasioned by this action will be charged against the contractor's account.
8. **DESCRIPTION OF SUPPLIES/SCHEDULE OF PRICE/COSTS:** Contractor shall provide the estimated milk and dairy requirements as described in the schedule to the Fargo VA Healthcare System in accordance with specifications contained herein. The Government anticipates award of a Firm Fixed-Price Estimated Requirements contract for the period (Date of award) through September 30, 2019. The Government does not guarantee the estimated yearly quantity. Any proposed alternate items shall meet the requirements of the Government specifications as cited in the Index of Federal Specifications/Standards (FED) and or commercial Item Description (CID). A-A-20052B and A-A-20053B. The awarded contract shall constitute the entire agreement including all terms and conditions applicable to the contract.

Base ordering period: Date of award through September 30, 2019

<b>Item #</b>	<b>Description/Part Number*</b>	<b>Qty</b>
<b>1</b>	ITEM ID NO. 2883 MILK, 1% LOWFAT, GROUP A, TYPE II OR III (1% BF), HALF PINT (236 ml) PLASTIC/FIBER CARTON, FG 2. FOOD GROUP: 2 PKG: 1 per EA	<b>57000</b>
<b>2</b>	ITEM ID NO. 2884 MILK, LOWFAT, GROUP A, TYPE II OR III (1% BF), HALF GALLON (1.89L) PLASTIC/FIBER CARTON, FG 2. FOOD GROUP: 2 PKG: 1 per EA	<b>1500</b>
<b>3</b>	ITEM ID NO. 6086 MILK, CHOCOLATE FLAVORED, FAT FREE, GROUP A, TYPE VI. CLASS 2, HALF PINT (236 ml) PLASTIC/FIBER CARTON, FG 2. FOOD GROUP: 2 PKG: 1 per EA	<b>12750</b>
<b>4</b>	ITEM ID NO. 5617 MILK SKIM (NONFAT), GROUP A TYPES IV OR V HALF GALLON (1.89 L), PLASTIC/FIBER CARTON, FG 2. FOOD GROUP: 2 PKG: 1 per EA	<b>1500</b>

5	ITEM ID NO; POPSICLES, 24 EACH/BOX 1.75 FL OZ POPS, ASSORTED POPS,	150
6	ITEM ID NO. 2889 SOUR CREAM, CULTURED OR ACIDIFIED, TYPE XII, CLASS 1 OR 2, 1 LB (.45 Kg) PLASTIC/FIBER CARTON, FG 2. FOOD GROUP: 2 PKG: 1 per EA	75
7	ITEM ID NO. 2892 CHEESE, COTTAGE, TYPE II, (LOWFAT), GROUP A OR B, SUB GROUP 1 OR 2, CLASS 1 (UNFLAVORED), STYLE A OR B, (SMALL OR LARGE CURD), 5 LB (2.27 Kg) PACKAGE PLASTIC/FIBER CARTON, FG 2 FOOD GROUP: 2 PKG: 1 per EA	265
8	ITEM ID NO. YOGURT, CHILLED, NONFAT or LOW FAT (CIRCLE ONE), PLAIN, 6 oz (170 GM) PLASTIC/FIBER CARTON, FG 2. FOOD GROUP: 2 PKG: 1 per EA NOTE: NONFAT IS PREFERED	375
9	ITEM ID NO. YOGURT, CHILLED, NONFAT or LOW FAT (CIRCLE ONE), VANILLA, 24 oz (680 G) PLASTIC/FIBER CARTON, FG 2. FOOD GROUP: 2 PKG: 1 per EA NOTE: NONFAT IS PREFERED	150
10	ITEM ID NO. YOGURT, CHILLED, NONFAT, LEMON OR LEMON CHIFFON, 6 OZ (170.1 g) TO 32 OZ (907 g) PLASTIC/FIBER CARTON, FG 2. FOOD GROUP: 2 PKG: 1 per EA	600
11	MILK, WHOLE (4% BF), GROUP A, TYPE I, HALF PINT (236 ML); PLASTIC/FIBER CARTON FG-2 PKG: 1 per EA	7500
12	ITEM ID NO. YOGURT, CHILLED, LOWFAT, ASSORTED FLAVORS, 6 OZ CARTONS (226.8 g); PLASTIC/FIBER CARTON, FG 2. Prefer 8OZ but will accept 6OZ	1500
13	13. ITEM ID NO. FRUIT PUNCH(less than 1% fruit Juice) PASTEURIZED, CHILLED, GALLON CO. PLASTIC/FIBER CARTON, FG6, PKG:1/2 GAL PER EA	225

### B.3 PRICE/COST SCHEDULE

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	MILK, 1% LOWFAT, GROUP A, TYPE II OR	57,000	ea		

	III (1% BF), HALF PINT (236 ml) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:				
<b>0002</b>	MILK, LOWFAT, GROUP A, TYPE II OR III (1% BF), HALF GALLON (1.89L) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	1,500.00	ea	_____	_____
<b>0003</b>	MILK, CHOCOLATE FLAVORED, FAT FREE, GROUP A, TYPE VI. CLASS 2, HALF PINT (236 ml) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	12,750.00	ea	_____	_____
<b>0004</b>	MILK SKIM (NONFAT), GROUP A TYPES IV OR V HALF GALLON (1.89 L), PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	1,500.00	ea	_____	_____
<b>0005</b>	POPSICLES, 24 EACH/BOX 1.75 FL OZ POPS, ASSORTED POPS Contract Period: Base POP Begin: POP End:	150.00	ea	_____	_____
<b>0006</b>	SOUR CREAM, CULTURED OR ACIDIFIED, TYPE XII, CLASS 1 OR 2, 1 LB (.45 Kg) PLASTIC/FIBER CARTON	75.00	ea	_____	_____

	Contract Period: Base POP Begin: POP End:				
<b>0007</b>	CHEESE, COTTAGE, TYPE II, (LOWFAT), GROUP A OR B, SUB GROUP 1 OR 2, CLASS 1 (UNFLAVORED), STYLE A OR B, (SMALL OR LARGE CURD), 5 LB (2.27 Kg) PACKAGE PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	265.00	ea	_____	_____
<b>0008</b>	YOGURT, CHILLED, NONFAT or LOW FAT (CIRCLE ONE), PLAIN, 6 oz (170 GM) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	375.00	ea	_____	_____
<b>0009</b>	YOGURT, CHILLED, NONFAT or LOW FAT (CIRCLE ONE), VANILLA, 24 oz (680 G) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	150.00	ea	_____	_____
<b>0010</b>	YOGURT, CHILLED, NONFAT, LEMON OR LEMON CHIFFON, 6 OZ (170.1 g) TO 32 OZ (907 g) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	600.00	ea	_____	_____
<b>0011</b>	MILK, WHOLE (4% BF), GROUP A, TYPE I, HALF PINT (236 ML) Contract Period: Base	7,500.00	ea	_____	_____

	POP Begin: POP End:				
<b>0012</b>	YOGURT, CHILLED, LOWFAT, ASSORTED FLAVORS, 6 OZ CARTONS (226.8 g); PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	1,500.00	ea	_____	_____
<b>0013</b>	FRUIT PUNCH(less than 1% fruit Juice) PASTEURIZED, CHILLED, GALLON CO. PLASTIC/FIBER CARTON	225.00	ea	_____	_____
				<b>BASE PERIOD</b>	_____
				<b>TOTAL</b>	_____

**ORDERING PERIOD 1**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1001	MILK, 1% LOWFAT, GROUP A, TYPE II OR III (1% BF), HALF PINT (236 ml) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	57,000	ea	_____	_____
1002	MILK, LOWFAT, GROUP A, TYPE II OR III (1% BF), HALF GALLON (1.89L) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	1,500.00	ea	_____	_____
1003	MILK, CHOCOLATE	12,750.00	ea	_____	_____

	<p>FLAVORED, FAT FREE,  GROUP A, TYPE VI.  CLASS 2, HALF PINT  (236 ml)  PLASTIC/FIBER  CARTON  Contract Period: Base  POP Begin:  POP End:</p>				
1004	<p>MILK SKIM (NONFAT),  GROUP A TYPES IV OR  V HALF GALLON (1.89  L), PLASTIC/FIBER  CARTON  Contract Period: Base  POP Begin:  POP End:</p>	1,500.00	ea	_____	_____
1005	<p>POPSICLES, 24  EACH/BOX 1.75 FL OZ  POPS, ASSORTED  POPS  Contract Period: Base  POP Begin:  POP End:</p>	150.00	ea	_____	_____
1006	<p>SOUR CREAM,  CULTURED OR  ACIDIFIED, TYPE XII,  CLASS 1 OR 2, 1 LB  (.45 Kg)  PLASTIC/FIBER  CARTON  Contract Period: Base  POP Begin:  POP End:</p>	75.00	ea	_____	_____
1007	<p>CHEESE, COTTAGE,  TYPE II, (LOWFAT),  GROUP A OR B, SUB  GROUP 1 OR 2, CLASS  1 (UNFLAVORED),  STYLE A OR B,  (SMALL OR LARGE  CURD), 5 LB (2.27 Kg)  PACKAGE</p>	265.00	ea	_____	_____

	PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:				
1008	YOGURT, CHILLED, NONFAT or LOW FAT (CIRCLE ONE), PLAIN, 6 oz (170 GM) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	375.00	ea	_____	_____
1009	YOGURT, CHILLED, NONFAT or LOW FAT (CIRCLE ONE), VANILLA, 24 oz (680 G) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	150.00	ea	_____	_____
1010	YOGURT, CHILLED, NONFAT, LEMON OR LEMON CHIFFON, 6 OZ (170.1 g) TO 32 OZ (907 g) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	600.00	ea	_____	_____
1011	MILK, WHOLE (4% BF), GROUP A, TYPE I, HALF PINT (236 ML) Contract Period: Base POP Begin: POP End:	7,500.00	ea	_____	_____
1012	YOGURT, CHILLED, LOWFAT, ASSORTED FLAVORS, 6 OZ	1,500.00	ea	_____	_____

	CARTONS (226.8 g); PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:				
1013	FRUIT PUNCH(less than 1% fruit Juice) PASTEURIZED, CHILLED, GALLON CO. PLASTIC/FIBER CARTON POP Begin: POP End:	225.00	ea	_____	_____
<b>PERIOD 1 TOTAL</b>					_____

**ORDERING PERIOD 2**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2001	MILK, 1% LOWFAT, GROUP A, TYPE II OR III (1% BF), HALF PINT (236 ml) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	57,000	ea	_____	_____
2002	MILK, LOWFAT, GROUP A, TYPE II OR III (1% BF), HALF GALLON (1.89L) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	1,500.00	ea	_____	_____
2003	MILK, CHOCOLATE FLAVORED, FAT FREE, GROUP A, TYPE VI. CLASS 2, HALF PINT	12,750.00	ea	_____	_____

	(236 ml) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:				
2004	MILK SKIM (NONFAT), GROUP A TYPES IV OR V HALF GALLON (1.89 L), PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	1,500.00	ea	_____	_____
2005	POPSICLES, 24 EACH/BOX 1.75 FL OZ POPS, ASSORTED POPS Contract Period: Base POP Begin: POP End:	150.00	ea	_____	_____
2006	SOUR CREAM, CULTURED OR ACIDIFIED, TYPE XII, CLASS 1 OR 2, 1 LB (.45 Kg) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	75.00	ea	_____	_____
2007	CHEESE, COTTAGE, TYPE II, (LOWFAT), GROUP A OR B, SUB GROUP 1 OR 2, CLASS 1 (UNFLAVORED), STYLE A OR B, (SMALL OR LARGE CURD), 5 LB (2.27 Kg) PACKAGE PLASTIC/FIBER CARTON Contract Period: Base	265.00	ea	_____	_____

	POP Begin: POP End:				
2008	YOGURT, CHILLED, NONFAT or LOW FAT (CIRCLE ONE), PLAIN, 6 oz (170 GM) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	375.00	ea	_____	_____
2009	YOGURT, CHILLED, NONFAT or LOW FAT (CIRCLE ONE), VANILLA, 24 oz (680 G) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	150.00	ea	_____	_____
2010	YOGURT, CHILLED, NONFAT, LEMON OR LEMON CHIFFON, 6 OZ (170.1 g) TO 32 OZ (907 g) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	600.00	ea	_____	_____
2011	MILK, WHOLE (4% BF), GROUP A, TYPE I, HALF PINT (236 ML) Contract Period: Base POP Begin: POP End:	7,500.00	ea	_____	_____
2012	YOGURT, CHILLED, LOWFAT, ASSORTED FLAVORS, 6 OZ CARTONS (226.8 g); PLASTIC/FIBER CARTON	1,500.00	ea	_____	_____

Contract Period: Base  
 POP Begin:  
 POP End:

2013	FRUIT PUNCH(less than 1% fruit Juice) PASTEURIZED, CHILLED, GALLON CO. PLASTIC/FIBER CARTON POP Begin: POP End:	225.00	ea	_____	_____
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**PERIOD 2 TOTAL** \_\_\_\_\_

### ORDERING PERIOD 3

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
3001	MILK, 1% LOWFAT, GROUP A, TYPE II OR III (1% BF), HALF PINT (236 ml) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	57,000	ea	_____	_____
3002	MILK, LOWFAT, GROUP A, TYPE II OR III (1% BF), HALF GALLON (1.89L) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	1,500.00	ea	_____	_____
3003	MILK, CHOCOLATE FLAVORED, FAT FREE, GROUP A, TYPE VI. CLASS 2, HALF PINT (236 ml) PLASTIC/FIBER CARTON	12,750.00	ea	_____	_____

	Contract Period: Base POP Begin: POP End:				
3004	MILK SKIM (NONFAT), GROUP A TYPES IV OR V HALF GALLON (1.89 L), PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	1,500.00	ea	_____	_____
3005	POPSICLES, 24 EACH/BOX 1.75 FL OZ POPS, ASSORTED POPS Contract Period: Base POP Begin: POP End:	150.00	ea	_____	_____
3006	SOUR CREAM, CULTURED OR ACIDIFIED, TYPE XII, CLASS 1 OR 2, 1 LB (.45 Kg) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	75.00	ea	_____	_____
3007	CHEESE, COTTAGE, TYPE II, (LOWFAT), GROUP A OR B, SUB GROUP 1 OR 2, CLASS 1 (UNFLAVORED), STYLE A OR B, (SMALL OR LARGE CURD), 5 LB (2.27 Kg) PACKAGE PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	265.00	ea	_____	_____

3008	YOGURT, CHILLED, NONFAT or LOW FAT (CIRCLE ONE), PLAIN, 6 oz (170 GM) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	375.00	ea	_____	_____
3009	YOGURT, CHILLED, NONFAT or LOW FAT (CIRCLE ONE), VANILLA, 24 oz (680 G) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	150.00	ea	_____	_____
3010	YOGURT, CHILLED, NONFAT, LEMON OR LEMON CHIFFON, 6 OZ (170.1 g) TO 32 OZ (907 g) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	600.00	ea	_____	_____
3011	MILK, WHOLE (4% BF), GROUP A, TYPE I, HALF PINT (236 ML) Contract Period: Base POP Begin: POP End:	7,500.00	ea	_____	_____
3012	YOGURT, CHILLED, LOWFAT, ASSORTED FLAVORS, 6 OZ CARTONS (226.8 g); PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	1,500.00	ea	_____	_____

3013	FRUIT PUNCH(less than 1% fruit Juice) PASTEURIZED, CHILLED, GALLON CO. PLASTIC/FIBER CARTON POP Begin: POP End:	225.00	ea	_____	_____
<b>PERIOD 3 TOTAL</b>					_____

**ORDERING PERIOD 4**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
4001	MILK, 1% LOWFAT, GROUP A, TYPE II OR III (1% BF), HALF PINT (236 ml) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	57,000	ea	_____	_____
4002	MILK, LOWFAT, GROUP A, TYPE II OR III (1% BF), HALF GALLON (1.89L) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	1,500.00	ea	_____	_____
4003	MILK, CHOCOLATE FLAVORED, FAT FREE, GROUP A, TYPE VI. CLASS 2, HALF PINT (236 ml) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	12,750.00	ea	_____	_____

4004	MILK SKIM (NONFAT), GROUP A TYPES IV OR V HALF GALLON (1.89 L), PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	1,500.00	ea	_____	_____
4005	POPSICLES, 24 EACH/BOX 1.75 FL OZ POPS, ASSORTED POPS Contract Period: Base POP Begin: POP End:	150.00	ea	_____	_____
4006	SOUR CREAM, CULTURED OR ACIDIFIED, TYPE XII, CLASS 1 OR 2, 1 LB (.45 Kg) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	75.00	ea	_____	_____
4007	CHEESE, COTTAGE, TYPE II, (LOWFAT), GROUP A OR B, SUB GROUP 1 OR 2, CLASS 1 (UNFLAVORED), STYLE A OR B, (SMALL OR LARGE CURD), 5 LB (2.27 Kg) PACKAGE PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	265.00	ea	_____	_____
4008	YOGURT, CHILLED, NONFAT or LOW FAT	375.00	ea	_____	_____

	(CIRCLE ONE), PLAIN, 6 oz (170 GM) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:				
4009	YOGURT, CHILLED, NONFAT or LOW FAT (CIRCLE ONE), VANILLA, 24 oz (680 G) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	150.00	ea	_____	_____
4010	YOGURT, CHILLED, NONFAT, LEMON OR LEMON CHIFFON, 6 OZ (170.1 g) TO 32 OZ (907 g) PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	600.00	ea	_____	_____
4011	MILK, WHOLE (4% BF), GROUP A, TYPE I, HALF PINT (236 ML) Contract Period: Base POP Begin: POP End:	7,500.00	ea	_____	_____
4012	YOGURT, CHILLED, LOWFAT, ASSORTED FLAVORS, 6 OZ CARTONS (226.8 g); PLASTIC/FIBER CARTON Contract Period: Base POP Begin: POP End:	1,500.00	ea	_____	_____
4013	FRUIT PUNCH(less than	225.00	ea	_____	_____

1% fruit Juice)  
PASTEURIZED,  
CHILLED, GALLON  
CO. PLASTIC/FIBER  
CARTON  
POP Begin:  
POP End:

**PERIOD 4 TOTAL** \_\_\_\_\_

## SECTION C - CONTRACT CLAUSES

### ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

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

#### **C.1 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of award to 9/30/2023.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

#### **C.2 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$20.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$23,000.00;

(2) Any order for a combination of items in excess of \$146,000.00; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **C.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 9/30/2023.

(End of Clause)

### **C.4 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 9/30/2019. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 9/30/2019, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

### **C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)**

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

(End of Clause)

### **C.6 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.7 VAAR 852.246-71 INSPECTION (2008) ALTERNATE I (JAN 2008)**

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

(End of Clause)

(End of Addendum to 52.212-4)

### **C.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (AUG 2018)**

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

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(4) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).

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

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

- (iv) Alternate III (JAN 2017) of 52.219-9.
- (v) Alternate IV (AUG 2018) 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 (JAN 2017) (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).
- (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (ii) Alternate I (JULY 2014) of 52.222-35.
- (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (ii) Alternate I (JULY 2014) of 52.222-36.
- (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).
- (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.)

(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.)

(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).

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

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

(46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(47)(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.

(48) 52.225-5, Trade Agreements (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(49) 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).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(60)(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.

(iii) Alternate II (FEB 2006) 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 (AUG 2018) (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).

Employee Class

Monetary Wage-Fringe Benefits

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(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) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(11) 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(v) 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.

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

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

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

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

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

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

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

(xiii)(A) 52.222-50, Combating Trafficking in Persons (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).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

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

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 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.

(xxii) 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.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

<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	JAN 2017
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

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

## SECTION E - SOLICITATION PROVISIONS

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

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

#### E.1 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(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.

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.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2018)

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

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[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
---------------	-------------------


[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
_____	_____
_____	_____
_____	_____

*[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
_____	_____
_____	_____
_____	_____

*[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

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to 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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

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

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

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

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

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

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

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

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

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

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

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

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

(End of Provision)

### **E.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

(End of Addendum to 52.212-1)

#### **E.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of Provision)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	AUG 2018