

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES</b>				1. REQUISITION NO.		PAGE 1 OF 59			
<b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>									
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER			
						36C24426Q0714			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Olivia McDonald (Contract Specialist)				b. TELEPHONE NO. (No Collect Calls) olivia.mcdonald@va.gov			
						8. OFFER DUE DATE/LOCAL TIME 06-18-2026 16:00 EDT			
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 4 Commodities 1				CODE 36C244		10. THIS ACQUISITION IS			
				<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 339950 SIZE STANDARD: 500 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A			
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO See Delivery Schedule and Statement of Need.				16. ADMINISTERED BY See block 9.					
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY			
						Austin Payment Center Department of Veterans Affairs PO Box 149971 Austin TX 78714-9971 PHONE: (877) 353-9791 FAX: (512) 460-5429			
TELEPHONE NO. UEI: EFT:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER									
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT			
						23. UNIT PRICE			
						24. AMOUNT			
		Interior Directional Signage, Removal and Installation for the Corporal Michael J. Crescenz Veterans Affairs Medical Center (Philadelphia VAMC) This is a total SDVOSB set-aside. See continuation pages for FULL details. Vendors MUST read the solicitation in its entirety. Vendors are to fill out all sections that require vendor input. **Some signage SAMPLES will be required for quoting. ** See Section E and Statement of Need for FULL details. All questions are due No Later Than 4:00 PM EST on 6/30/2026 to Contract Specialist via email to olivia.mcdonald@va.gov. Any and ALL questions will be answered by amendment after the question due date. Late quotes will not be accepted. (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Benjamin Villaseñor Contracting Officer		31c. DATE SIGNED			

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: Fill in: \_\_\_\_\_

POC: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

b. GOVERNMENT: Contracting Officer 36C244 Olivia McDonald (Contract Specialist)

Department of Veterans Affairs

Network Contracting Office 4

Commodities 1

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 delivery, installation and acceptance by the government

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.

Tungsten Network

<https://www.tungstenautomation.com/products/einvoice-network>

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

AMENDMENT NO	DATE

## B.2 STATEMENT OF NEED

### **Corporal Michael J. Crescenz Department of Veterans Affairs Medical Center (Philadelphia VAMC)**

#### **Interior Directional Signage – Firm Fixed Price**

##### **1. BACKGROUND**

The VA Medical Center has an urgent need to update and streamline the currently outdated and disjointed directional signage system inside the medical center. The project is crucial to the user's experience at the facility, code compliance and to ensure Veterans, their families and personnel can quickly and easily navigate their destinations. The Office of Inspector General (OIG) cited the condition of the current directional signage during inspection, revealing the signage is unnoticeable and the wayfinding structure fails to navigate someone successfully.

**The Corporal Michael J. Crescenz Department of Veterans Affairs Medical Center (CMCVAMC) has an established Sign Standard and has implemented it as part of various projects and renovations. That approved sign standard shall be followed and maintained for all work under the resulting contract for a consistent and interchangeable system. Reference attached drawings labeled 'Interior Wayfinding Signage Drawings'.**

##### **2. PROJECT SCOPE:**

The purpose of this project is to provide directional signage, overhead signage, directory signs, restroom signs, wall graphics, kiosk wallpaper, and floor maps for the entirety of the North and South buildings of the CMCVAMC. Tasks include programming, planning, message schedules, project managing, manufacturing, installation, and the removal of up to 650 outdated, irrelevant, and inefficient existing signs and associated hardware when required. The offeror shall have significant experience in the development and implementation of signage for large healthcare facilities and VA Healthcare standards. The offeror will be required to manage the project through SignAgent software and extend access and management to the VA Point of Contact (POC).

The Contractor shall provide all labor, materials, equipment, transportation, and supervision necessary to satisfy the needs of each ordering activity.

All work shall meet all Federal and Department of Veterans Affairs requirements. This includes but is not limited to following all Americans with Disabilities Act Accessibility Guideline (ADAAG), American Society for Testing and Materials (ASTM), Manual on Uniform Traffic Control Devices (MUTCD), The National Fire Protection Association (NFPA) and Veterans Affairs Technical Information Library (VA TIL) requirements <https://www.cfm.va.gov/til>. The interior signage additions **must function to the current CMCVAMC signage & as outlined in the VA approved sign manual, <https://www.cfm.va.gov/til/dManual/dmSignage.pdf> for consistent and compatibility of parts.**

##### **3. GENERAL REQUIREMENTS:**

The Contractor shall provide in writing a delivery and installation schedule.

- Job order, Single Point of Contact: Contractor will designate a specific job order point of contact to manage the customer service role on a job order/work request basis.

- The phasing schedule shall be coordinated by floor, and the following phase shall complete punch list items from the previous floor. A phase will not advance until the previous phase has been completed and accepted by the VA POC.
- A complete drawing package shall be accepted by the VA POC prior to fabrication and revisions shall be made to the drawings until accepted by the VA POC.
- The Contractor will be required to provide sign placement proofing, manufacturing, signage removal, and installation.
- Contractor shall remove all existing signage, posters, display cases, and artwork as requested by the VA POC for each floor level.
- If existing directional signage is removed and the replacement is not immediately installed, the contractor shall install temporary signage for interim navigation.
- Contractor shall provide maintenance manuals for all products specified.
- Contractor will be required to provide signage renderings and specification details for review and approval prior to fabrication.
- Contractor will provide ASTM test data for water absorption, temperature, humidity, freeze-thaw, salt spray, and flame spread.

#### **A. Interior Signage**

The vendor shall plan, program, project manage, manufacture, remove existing signage, and install new interior signage for the North and South buildings while maintaining the previously approved signage standards at the facility. Signage will include level indicators, elevator notices, check-in signs, code and life safety signs, graphic walls, restroom flags, and floor maps that will coordinate with the theme and color already developed and approved for each floor level. This will involve a complete sign message schedule identifying each sign, its message, and sign type. The vendor will follow the approved sign location plans showing the removal, placement, and location of signage reviewed in SignAgent. Wall covering shall be allowed to normalize to room conditions for 4-7 days prior to installation and 4-7 days following. The wall coverings shall be butt seamed. The vendor will be responsible for capturing existing signage dimensions to reflect the proper fitting of the replacement signage and graphics.

#### **B. Directional Signage**

The vendor shall project manage, manufacture, remove existing signage, and install new directional signs including overhead signage. It is the intent of these specifications that the manufacturer provides a complete system of signs for the facility including bang bars, overhead signage including flush ceiling mount, cable suspended and fixed post; also flag mount, wall mount and free-standing. Signage will include wall directionals, overhead directionals, main floor directory, and directional signage to elevators, stairwells, and restrooms that will coordinate with the already approved theme and color of each floor level. Colors and finishes should match exactly to the approved standard. This will involve a complete sign message schedule identifying each sign, its message, and its type. The vendor shall follow the sign location plans showing the removal, placement, and location of directional signs reviewed in SignAgent. The vendor will be responsible for capturing existing signage dimensions to reflect the proper fitting of the replacement signage.

### **4. GENERAL PRODUCT SPECIFICATIONS:**

Substitution of the finishes and salient characteristics shall not be accepted.

#### **A. VIVID Series Brand Name or Equal Interior Signage (Refer to Attached Drawings for Sign System Standards):**

1. Signage shall be fabricated of acrylic, .375" thick, comprised of two layers. Edges shall be smooth without chips, burrs, sharp edges or marks.

2. Acrylic shall be non-glare optically clear with a P99 finish assuring no loss of clarity or composition of the print.
3. Tactile lettering shall be precision machined, raised 1/32", matte PETG and subsurface colored for scratch resistance.
4. The signage shall utilize an acrylic sphere for Grade II Braille inserted directly into a scratch resistant, acrylic face. Braille dots are to be pressure fit in high tolerance drilled holes. Braille dots shall be half hemispherical domed and protruding a minimum 0.025".
5. The signage shall utilize a pressure activated adhesive. The adhesive shall be nonhazardous and shall allow for flexing and deflection of the adhered components due to changes in temperature and humidity without bond failure.
6. Signage shall have an acrylic shim plate. The shim shall lift the sign off the wall to facilitate cleaning and painting without sign removal.
7. All signs shall be provided with appropriate mounting hardware. All hardware shall have a polished anodized finish, architectural in appearance and suitable for the mounting surface.
8. Some signs may be installed on glass. A blank backer is required to be placed on the opposite side of the glass to cover tape and adhesive. The backer shall match the sign in size and shape.
9. Manufacturer shall provide a template containing layout, font, color, artwork, and trim lines to allow Owner to produce inserts on laser or ink jet printer. The template shall be in an Acrobat or Word format (.pdf).

B. Graphics / Vinyl (Refer to Attached Drawing for Graphic Standards):

1. Vendor shall provide a choice of (24) sign families, each with a unique graphic and color palette. The options shall facilitate the selection of graphics appropriate for the project.
2. Vinyl shall be 3M Scotch Cal, 2 mil, pressure sensitive type.
3. Applied vinyl shrinkage shall be .010-inch (0.3 mm) maximum.
4. All vinyl wallcoverings specified and installed shall meet the latest GSA Federal Specification CCC-W-408-D. In addition, wallcoverings must meet or exceed Wallcovering Association Quality Standard W-101-2017 for Vinyl Coated Fabric Wallcovering. All Type I (15 oz) and Type II (20 oz) wallcoverings specified shall pass the ASTM-G21 testing for mold and mildew resistance. The ASTM-E84 test must be passed with the wallcovering mounted to common gypsum wallboard.

## 5. SIGN STANDARDS:

### A. VIVID Interior Signage:

1. Signage shall be Brand Name or equal to Vivid as manufactured by Takeform,  
1.800.528.1398, [www.takeform.net](http://www.takeform.net).
2. The signage shall be a direct print acrylic sign system with applied graphics including  
all tactile requirements in adherence to the Americans with Disabilities Act (ADA)  
specifications.
3. Signage shall be capable of accepting direct prints including colors, patterns, graphic  
images and photography. Prints shall be second surface to protect from scratches,  
fading or other damage.
4. The signage shall accommodate polyester inserts (for opaque), polycarbonate  
inserts (for clear), or printed paper inserts by Owner to allow updating as required.
5. Signage shall not exceed 8-1/2 inches in outside dimensions to facilitate use between doorways in close proximity.
6. The signage shall utilize sliders to reveal and/or hide critical patient care information. The slider shall include a détente to secure the slider position.
7. All signs shall have a matching appearance and constructed utilizing the same  
manufacturing process to ensure a consistent look throughout.
8. **The entire sign shall be 65% post industrial waste and 100% recyclable under Code 7.**
9. Typography: See attached drawings. Copy shall be a true, clean, accurate reproduction of typeface(s) specified. Upper and lower case or all caps shall be as  
indicated in Sign Type drawings and Signage Schedule. Letter spacing to be normal  
and interline spacing shall be set by manufacturer. Arrows, symbols and logo  
art: To be provided in style, sizes, colors and spacing as shown in drawings. Grade  
II Braille utilizing perfectly round, clear insertion beads.
10. Color and Finishes: See attached drawings.
11. See section 16 for signage quantities.

### B. Brand Name or Equal to AMPLIFY Wall Coverings:

1. Wall covering and its installation shall comply with applicable provisions of the latest edition of the following standards and with requirements of authorities having jurisdiction: National Fire Protection Association 101 Life Safety Code;  
ASTM – American Society for Testing and Materials E84.
2. Wall covering shall be Mystical, Class A Fire Rated, as manufactured by Takeform.
3. Cadmium and lead free.
4. Prop 65 compliant.

5. EU toxicity requirements compliant.
6. Comply with WA-101, NSF/ANSI 342 sustainability standard.
7. Comply with California IAQ-01350 standards for low VOC emission.
8. Shall be paste-up type intended for indoor use on smooth surfaces.
9. Shall be lightly textured embossed vinyl face with fabric backing and shall have a thickness of 17 mil.
10. Shall be printed with UV or latex ink.
11. Shall have an ASTM E84 Class A/1 flame spread fire rating.
12. Shall comply with CCC-W-408D Type II requirements.
13. Shall comply with ASTM G21 standards for mold/mildew.
14. Shall have a 50% recycled post-consumer waste content.
15. Shall resist mild alkalis, mild acids, salt and water.
16. Shall be cleanable using mild dish soap and water.
17. See section 16 for signage quantities.

C. Overhead Signage:

1. Overhead signage shall be fabricated utilizing balanced construction techniques to minimize warping and distortion under typical, temperature-controlled interior environmental conditions.
2. All overhead signs shall maintain a consistent appearance and construction methodology throughout the project.
3. Signage shall be available in cable suspended and ceiling flush mounted configurations.
4. Signage shall be available with or without changeable insert capability.
5. Overheads should use a foam core to optimize weight and shall be rectangular in shape with no radius.
6. Core faces shall be laminated on all sides.
- a. Non-insert face construction shall consist of 0.187" non-glare acrylic with second surface digital print and full coverage backing
- b. Insert-capable face construction shall consist of 0.187" non-glare acrylic with second surface digital print and shall be top-loading only.
7. Edges shall be finished smoothly and free of seams, chips, burrs, or visible adhesive lines.
8. Hardware and Mounting
  - a. Cable suspended overheads shall include two hanger bolts at the top of sign
  - b. Ceiling flush overheads shall include mechanically fastened mounting plates flush mounted to top of core
  - c. All mounting hardware shall be finished, architectural in appearance and suitable for the mounting surface conditions indicated.

**6. ON-SITE PERFORMANCE:**

On-Site services will be required for field verification, demolition, and installation, and will occur during normal duty hours.

- A. Delivery and Installation dates shall be pre-scheduled with VA interior designer POC.
- B. On site campus normal hours between 7:00 am – 4:30 pm. Monday through Friday, except on Government recognized holidays.



Federal Holidays are:

New Years' Day	Martin Luther King Day	Presidents' Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veterans' Day	Thanksgiving Day
Christmas Day	Juneteenth	

- C. Contractor shall collaborate with VA Point of Contact (POC) to coordinate compliance with any in-house service that may be affected by installation such as Facilities, Painting, and In-House Construction Teams. Specific, required meetings will be identified at the order level.
- D. New interior signs shall be manufactured and installed in accordance with ADA specifications and location site plan and interior plans.
- E. Signs shall be level, plumb, and at heights indicated with sign surfaces free from defects.
- F. All signage shall be accompanied by the Contractor on the installation date. Product shall not be shipped to the VA.
- G. The Contractor personnel shall present a professional appearance and shall have a uniform or some method of identifying them as an employee of the contractor.
- H. All staff on VA property will be required to conduct their business in a professional manner including appropriate language and behavior.
- I. The Contractor shall ensure policies and procedures are established that protect the safety and welfare of customers, employees, and the community to minimize or eliminate safety or environmental risks.
- J. The Contractor is responsible for ensuring staff are trained and certified for planning and installing product to maintain the integrity of the product warranty.
- K. The Contractor shall designate an on-site project manager/lead installer. The project manager/lead installer will be responsible for oversight for all aspects of the project.
- L. The Contractor shall be knowledgeable of, and shall comply, with all applicable federal, state, and local laws, Building Codes, Life Safety Codes, Occupational Health, and Safety Administration (OSHA), ADA/ADAG, VA design standards and instructions ([www.cfm.va.gov/til/dguide.asp](http://www.cfm.va.gov/til/dguide.asp)), required for the performance of the duties in the Statement of Work (SOW).
- M. Contractor shall repair or coordinate with the POC for replacement of damaged, defective, or missing items.
- N. All work is to be completed with the highest level of craftsmanship and in a safe manner and in the allotted time frame.
- O. Items on the punch list shall be noted and a response for completion time of each item shall be provided from the contractor.
- P. The Contractor shall provide all equipment, hardware, and any other supplies necessary to complete the project in its entirety. All existing signs removed shall be disposed of by the Contractor. All areas of work shall be kept clean and free of obstruction, and all debris, cartons and waste shall be removed by the Contractor.
- Q. Contractor staff are not to make any changes requested by individuals other than the POC, unless POC specifies.
- R. Employees that will conduct work at VA locations must be background checked by contractor at contractors' expense.
- S. Lead Installer should check-in with technical POC at the beginning and end of each day.
- T. The Contractor shall provide the specific deliverables described below within the performance period stated in this SOW. The Contractor shall install all signage per specification and assemble as much as possible before delivery. The POC, is to be present onsite for guidance to installers. If there is any discrepancy during this project

the VHA CO and POC must be consulted for direction prior to any advancement being taken by the Contractor. The Contractor is responsible for bringing to the installation site all tools and equipment necessary to complete the job in its entirety and to remove all debris, cardboard, and trash from the site at installation completion.

## **7. CODE OF CONDUCT:**

The following rules of conduct represent a minimum requirement for all contractor employees, sub-contractors, agents, or other representatives working on behalf of this contract:

- A. It is the responsibility of the Contractor(s) to ensure that each member of its workforce understands and complies with these rules.
- B. Courteous and respectful behavior is expected at all times.
- C. Use of foul or derogatory language will not be permitted.
- D. Meals and breaks will be taken at the same time by all personnel in a designated break area. At no time will personnel eat or drink except within the designated break area.
- E. Use designated trash receptacles for cups and other garbage.
- F. Do not leave meal/break containers behind.
- G. The use of CMCVAMC telephones is forbidden. Exceptions will be made for medical emergencies with the approval of your supervisor and /or a representative of CMCVAMC.
- H. Use of electronic devices belonging to CMCVAMC such as radios or computers is forbidden.
- I. VA Security has the authority to examine any items being removed from any building at any time.
- J. Contractor Staff will wear company uniform at all times while on site.
- K. Keep personal belongings together in an area designated by your supervisor.  
CMCVAMC representatives have the right to inspect at-will all bags and or packages brought on or off any CMCVAMC grounds.

## **8. PERFORMANCE PERIOD:**

Each floor level shall be phased separately; scheduled with the POC and may need to be done over multiple iterations. The project completion time is eight months from date of awarded contract. The contractor will submit a schedule to accomplish this work to the POC for approval.

## **9. SITE VISITS:**

Three site visits shall be required by the sign contractor:

- 1. Post award for plan verification and fabrication approvals.
- 2. Mid project for walk-through.
- 3. Final walk-through and punch list.

## **10. DELIVERY LOCATION:**

Corporal Michael J. Crescenz Department of Veterans Affairs Medical Center  
3900 Woodland Avenue  
Philadelphia, PA 19104

## **11. WARRANTY:**

The warranty of an item is to start on the date of acceptance of the products/services by the Government VA POC. Manufacturer's warranty information provided shall indicate the duration, what is covered by the warranty, and must meet or exceed the following criteria: Minimum 5-year warranty against defects in material and workmanship.

The Contractor agrees to furnish, without cost to the Government, replacement of all parts and material which are found to be defective during the warranty period (reference Salient

Characteristics). The cost of installation and travel of replacement material and parts shall be borne by the Contractor.

**12. CODE COMPLIANCE:**

It shall be the responsibility of the successful bidder to meet any and all local, state, and federal code requirements in fabricating and installing signs.

**13. DELIVERY, STORAGE, AND PROTECTION:**

Package to prevent damage or deterioration during shipment, handling, storage and installation. Products should remain in original packaging until removal is necessary. Store products in a dry, indoor location.

**14. AUTHORIZED REPRESENTATIVES:**

The Primary Point of Contact (POC) for projects under this Agreement: Will be released at time of award.

The Primary and/or Secondary POC will be responsible for technical monitoring of the contractor's performance and deliveries. The POC and the Contractor's Representative shall work together to ensure that all contractual requirements are being met. The POC will interpret specifications or technical portions of the work. The POC is not authorized to perform, formally or informally, any of the following actions:

- A. Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract.
- B. Waive or agree to modification of the delivery schedule.
- C. Make any final decision on any contract matter subject to the Disputes Clause.
- D. Terminate, for any reason, the contractor's right to proceed.
- E. Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

The contractor shall immediately notify the Contracting Officer in writing if the POC has taken an action (or fails to take action) or issues directions (written or oral) that the contractor considers exceeding the above limitations. The contractor shall provide the Contracting Officer information copies of all correspondence to the POC.

**15. GOVERNMENT PARTY TO EXECUTE & MODIFY CONTRACT:**

After the contract has been in force for a period, it may be necessary to change and/or modify to provide better service. Pursuant to FAR 52.212-4, no government personnel other than the Contracting Officer can execute contract modifications on behalf of the government.

**INSTRUCTIONS TO OFFERORS (See Section E for full Instructions):**

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, Lowest Price Technically Acceptable in accordance with the Statement of Need.

The signage standards are an integral part of the user experience for the Veteran and his or her family that the VA Medical Center serves. Quality, functionality, and providing a matching system for these signage updates are of the utmost importance and value to this project. This is a brand name or equal procurement. Signs shall meet all salient characteristics.

The intent is to use fair, timely and cost-effective procedures for the solicitation, evaluation, and selection of the Offeror most advantageous to the Government.

## 1. Submittal Requirements

### A. **Past Performance:**

Past experience shall include 5 similar projects in the last eight years, four of which should be other VA or Military Hospitals. Please provide a point of contact, contract number(s) and dollar amount of all 5 projects. A similar project is defined as a project including wayfinding design, interior / exterior signage, and installation for a healthcare facility with equal magnitude.

### B. **Product Quality / Specifications:**

This is a brand name or equal procurement per. Signs shall meet all salient characteristics, match and be interchangeable with the existing sign system standard. If proposing an or equal product, please submit a statement certifying that the proposed product is equal in all respects including its aesthetic and functionality and provided detailed manufacturing drawings for each component shown.

### C. **Management Approach:**

Vendor shall detail how they manage, plan, and implement sign orders to ensure on-time performance, customer service, quality control and adherence to codes.

### D. **Experience with Large Projects:**

Vendor shall demonstrate experience with planning, coordinating, managing, and implementing

an environmental graphics design / build project in a health care environment that covered

multiple campuses, buildings, and roadways over a multi-year period. The scope should include

both interior and exterior signage. Please provide case studies for at least two similar VA

Projects.

### E. **Project Team:**

Contractor shall demonstrate that the individual members of their design / project team have extensive experience in the areas discussed above. The team assigned must have significant experience with wayfinding design of large medical centers including other VA Hospitals. Members of the design and project management team should have at least 5 years of design, signage, and graphics experience.

### F. **Wayfinding & Veteran Design Precepts:**

Vendor shall demonstrate a proven knowledge of wayfinding and environmental graphic design principals for a healthcare environment. This information will be evaluated based on the wayfinding theory presented and appropriateness to a VAMC healthcare environment and population.

### G. **Sign Samples:**

Vendor shall submit physical samples of the following sign types:

#1 – Sign Type B

#2 – Sign Type C.44s including hardware

#3 – Sign Type WF.PD

Samples will be evaluated on workmanship, quality, finishes and ability to match the sign standard / salient characteristics and updatibility utilizing existing signage standards already approved. Physical sign samples must be received prior to the bid due date and time.

**Please send samples to:**

Corporal Michael J. Crescenz  
 Department of Veterans Affairs Medical Center  
 Attention: Colleen Schweers  
 3900 Woodland Avenue  
 Building 15  
 Philadelphia, PA 19104

**16. QUANTITIES****Interior Signage**

Line Item	Unit	Quantity
1	Type A.6: Typical Directory	21
2	Inserts for Type A.6 Top	21
3	Inserts for Type A.6 Bottom	21
4	Type B.1: Directional (outside of elevator)	20
5	Inserts for Type B.1	40
6	Type B: Large Directional	50
7	Inserts for Type B	50
8	Type B.2: Small Directional	50
9	Inserts for Type B.2	50
10	Type B.3: Extra Small Directional	50
11	Inserts for Type B.3	50
12	Type B.4: Keystone Directional	16
13	Inserts for Type B.4	32
14	Type C.44w: Wide Directional	15
15	Inserts for Type C.44w	15
16	Type C.44s: Wide Suspended Overhead	100
17	Inserts for Type C.44s	200
18	Type C.22s: Small Overhead	40
19	Inserts for Type C.22s	80
29	Type F: Large Flag Mount	50
30	Type F.2: Small Flag Mount	50
31	Type F.3: Small Ceiling Mount	15
32	Type M: MAP	21
33	Inserts for Type MAP	21
34	Type MRI.1: MRI Zone	12
35	Type IN-S1: 9" x 9"	50
36	Inserts for Type IN-S1	50
37	Type A.2: 2 Piece Directory	2
38	Inserts for Type A.2	6
39	Removal Services	1
40	Installation, Delivery, Planning Services	1

**Amplify Wall Covering**

20	Type WF.PD: Window Covering	1
21	Type WF.Pharm: Window Film	1
22	Type FD: Floor Decal	1
23	Type GRA.1: Overhead Graphic	50
24	Type GRA.2: Overhead Graphic	8
25	Type GRA.3: Overhead Graphic	1
26	Type GRA.4: Overhead Graphic	5
27	Type GRA.5: Overhead Graphic	3
28	Type WC.Kiosk: Kiosk Wallcovering	3

**B.3 PRICE/COST SCHEDULE****ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>0001</b>	Type A.6: Typical Directory PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____	21.00	EA	_____	_____
<b>0002</b>	Inserts for Type A.6 Top PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____	21.00	EA	_____	_____
<b>0003</b>	Inserts for Type A.6 Bottom PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____	21.00	EA	_____	_____
<b>0004</b>	Type B.1: Directional (outside of elevator) PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing	20.00	EA	_____	_____

PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0005</b>	40.00	EA	_____
Inserts for Type B.1 PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0006</b>	50.00	EA	_____
Type B: Large Directional PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0007</b>	50.00	EA	_____
Inserts for Type B PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0008</b>	50.00	EA	_____
Type B.2: Small Directional PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0009</b>	50.00	EA	_____
Inserts for Type B.2 PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0010</b>	50.00	EA	_____
Type B.3: Extra Small Directional PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			

<b>0011</b>	50.00	EA	_____	_____
Inserts for Type B.3 PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____				
<b>0012</b>	16.00	EA	_____	_____
Type B.4: Keystone Directional PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____				
<b>0013</b>	32.00	EA	_____	_____
Inserts for Type B.4 PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____				
<b>0014</b>	15.00	EA	_____	_____
Type C.44w: 44" Wide Directional PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____				
<b>0015</b>	15.00	EA	_____	_____
Inserts for Type C.44w PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____				
<b>0016</b>	100.00	EA	_____	_____
Type C.44s: 44" Wide Suspended Overhead PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____				
<b>0017</b>	200.00	EA	_____	_____
Inserts for Type C.44s PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates				



MANUFACTURER PART NUMBER (MPN): Fill In: _____			
LOCAL STOCK NUMBER: Fill In: _____			
<b>0018</b>	40.00	EA	_____
Type C.22s: Small Overhead			
PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing			
PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates			
MANUFACTURER PART NUMBER (MPN): Fill In: _____			
LOCAL STOCK NUMBER: Fill In: _____			
<b>0019</b>	80.00	EA	_____
Inserts for Type C.22s			
PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing			
PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates			
MANUFACTURER PART NUMBER (MPN): Fill In: _____			
LOCAL STOCK NUMBER: Fill In: _____			
<b>0020</b>	1.00	EA	_____
Type WF.PD: Window Covering			
PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing			
PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates			
MANUFACTURER PART NUMBER (MPN): Fill In: _____			
LOCAL STOCK NUMBER: Fill In: _____			
<b>0021</b>	1.00	EA	_____
Type WF.Pharm: Window Film			
PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing			
PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates			
MANUFACTURER PART NUMBER (MPN): Fill In: _____			
LOCAL STOCK NUMBER: Fill In: _____			
<b>0022</b>	1.00	EA	_____
Type FD: Floor Decal			
PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing			
PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates			
MANUFACTURER PART NUMBER (MPN): Fill In: _____			
LOCAL STOCK NUMBER: Fill In: _____			
<b>0023</b>	50.00	EA	_____
Type GRA.1: Overhead Graphic			
PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing			
PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates			
MANUFACTURER PART NUMBER (MPN): Fill In: _____			
LOCAL STOCK NUMBER: Fill In: _____			
<b>0024</b>	8.00	EA	_____

			Type GRA.2: Overhead Graphic PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____
<b>0025</b>	1.00	EA	_____
			Type GRA.3: Overhead Graphic PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____
<b>0026</b>	5.00	EA	_____
			Type GRA.4: Overhead Graphic PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____
<b>0027</b>	3.00	EA	_____
			Type GRA.5: Overhead Graphic PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____
<b>0028</b>	3.00	EA	_____
			Type WC.Kiosk: Kiosk Wallcovering PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____
<b>0029</b>	50.00	EA	_____
			Type F: Large Flag Mount PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____
<b>0030</b>	50.00	EA	_____
			Type F.2: Small Flag Mount PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____

LOCAL STOCK NUMBER: Fill In: _____			
<b>0031</b>	15.00	EA	_____
Type F.3: Small Ceiling Mount PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0032</b>	21.00	EA	_____
Type M: MAP PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0033</b>	21.00	EA	_____
Inserts for Type MAP PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0034</b>	12.00	EA	_____
Type MRI.1: MRI Zone PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0035</b>	50.00	EA	_____
Type IN-S1: 9" x 9" PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0036</b>	50.00	EA	_____
Inserts for Type IN-S1 PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0037</b>	2.00	EA	_____
Type A.2: 2 Piece Directory PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing			

PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0038</b>	6.00	EA	_____
Inserts for Type A.2 PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0039</b>	1.00	EA	_____
Removal Services PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
<b>0040</b>	1.00	EA	_____
Installation, Delivery, Planning Services PRINCIPAL NAICS CODE: 339950 - Sign Manufacturing PRODUCT/SERVICE CODE: 9905 - Signs, Advertising Displays, and Identification Plates MANUFACTURER PART NUMBER (MPN): Fill In: _____ LOCAL STOCK NUMBER: Fill In: _____			
			<b>GRAND TOTAL</b> _____

## B.4 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
<b>0001</b>	SHIP TO: Corporal Michael J. Crescenzo Department of Veteran Philadelphia VA 3900 Woodland Avenue Philadelphia, PA 19104 USA  FOB: DESTINATION	21.00	Fill In: _____
<b>0002</b>	SHIP TO: See CLIN 0001  FOB: DESTINATION	21.00	Fill In: _____

<b>0003</b>	SHIP TO: See CLIN 0001	21.00	Fill In: _____
	FOB: DESTINATION		
<b>0004</b>	SHIP TO: See CLIN 0001	20.00	Fill In: _____
	FOB: DESTINATION		
<b>0005</b>	SHIP TO: See CLIN 0001	40.00	Fill In: _____
	FOB: DESTINATION		
<b>0006</b>	SHIP TO: See CLIN 0001	50.00	Fill In: _____
	FOB: DESTINATION		
<b>0007</b>	SHIP TO: See CLIN 0001	50.00	Fill In: _____
	FOB: DESTINATION		
<b>0008</b>	SHIP TO: See CLIN 0001	50.00	Fill In: _____
	FOB: DESTINATION		
<b>0009</b>	SHIP TO: See CLIN 0001	50.00	Fill In: _____
	FOB: DESTINATION		
<b>0010</b>	SHIP TO: See CLIN 0001	50.00	Fill In: _____
	FOB: DESTINATION		
<b>0011</b>	SHIP TO: See CLIN 0001	50.00	Fill In: _____
	FOB: DESTINATION		
<b>0012</b>	SHIP TO: See CLIN 0001	16.00	Fill In: _____
	FOB: DESTINATION		
<b>0013</b>	SHIP TO: See CLIN 0001	32.00	Fill In: _____
	FOB: DESTINATION		
<b>0014</b>	SHIP TO: See CLIN 0001	15.00	Fill In: _____
	FOB: DESTINATION		
<b>0015</b>	SHIP TO: See CLIN 0001	15.00	Fill In: _____
	FOB: DESTINATION		
<b>0016</b>	SHIP TO: See CLIN 0001	100.00	Fill In: _____

	FOB: DESTINATION		
<b>0017</b>	SHIP TO: See CLIN 0001	200.00	Fill In: _____
	FOB: DESTINATION		
<b>0018</b>	SHIP TO: See CLIN 0001	40.00	Fill In: _____
	FOB: DESTINATION		
<b>0019</b>	SHIP TO: See CLIN 0001	80.00	Fill In: _____
	FOB: DESTINATION		
<b>0020</b>	SHIP TO: See CLIN 0001	1.00	Fill In: _____
	FOB: DESTINATION		
<b>0021</b>	SHIP TO: See CLIN 0001	1.00	Fill In: _____
	FOB: DESTINATION		
<b>0022</b>	SHIP TO: See CLIN 0001	1.00	Fill In: _____
	FOB: DESTINATION		
<b>0023</b>	SHIP TO: See CLIN 0001	50.00	Fill In: _____
	FOB: DESTINATION		
<b>0024</b>	SHIP TO: See CLIN 0001	8.00	Fill In: _____
	FOB: DESTINATION		
<b>0025</b>	SHIP TO: See CLIN 0001	1.00	Fill In: _____
	FOB: DESTINATION		
<b>0026</b>	SHIP TO: See CLIN 0001	5.00	Fill In: _____
	FOB: DESTINATION		
<b>0027</b>	SHIP TO: See CLIN 0001	3.00	Fill In: _____
	FOB: DESTINATION		
<b>0028</b>	SHIP TO: See CLIN 0001	3.00	Fill In: _____
	FOB: DESTINATION		
<b>0029</b>	SHIP TO: See CLIN 0001	50.00	Fill In: _____
	FOB: DESTINATION		

<b>0030</b>	SHIP TO: See CLIN 0001	50.00	Fill In: _____
	FOB: DESTINATION		
<b>0031</b>	SHIP TO: See CLIN 0001	15.00	Fill In: _____
	FOB: DESTINATION		
<b>0032</b>	SHIP TO: See CLIN 0001	21.00	Fill In: _____
	FOB: DESTINATION		
<b>0033</b>	SHIP TO: See CLIN 0001	21.00	Fill In: _____
	FOB: DESTINATION		
<b>0034</b>	SHIP TO: See CLIN 0001	12.00	Fill In: _____
	FOB: DESTINATION		
<b>0035</b>	SHIP TO: See CLIN 0001	50.00	Fill In: _____
	FOB: DESTINATION		
<b>0036</b>	SHIP TO: See CLIN 0001	50.00	Fill In: _____
	FOB: DESTINATION		
<b>0037</b>	SHIP TO: See CLIN 0001	2.00	Fill In: _____
	FOB: DESTINATION		
<b>0038</b>	SHIP TO: See CLIN 0001	6.00	Fill In: _____
	FOB: DESTINATION		
<b>0039</b>	SHIP TO: See CLIN 0001	1.00	Fill In: _____
	FOB: DESTINATION		
<b>0040</b>	SHIP TO: See CLIN 0001	1.00	Fill In: _____
	FOB: DESTINATION		

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.



(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to

comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

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

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

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

#### **C.2 52.252-2 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):

<https://www.acquisition.gov/browse/index/far>

<https://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>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-33	NONMANUFACTURER RULE (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	MAR 2026
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.225-5	TRADE AGREEMENTS	NOV 2023
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.212-71	GRAY MARKET AND COUNTERFEIT ITEMS	FEB 2023
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020
852.246-71	REJECTED GOODS	OCT 2018
852.247-73	PACKING FOR DOMESTIC SHIPMENT	OCT 2018

(End of Addendum to 52.212-4)

### C.3 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

*Program participation* means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

*Racially discriminatory diversity, equity, and inclusion (DEI) activities* means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of Clause)

### C.4 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

*American Security Drone Act-covered foreign entity* means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the

System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Covered article*, as defined in 41 U.S.C. 4713(k), means:

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—



(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*FASC-prohibited unmanned aircraft system* means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

*Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*Interconnection arrangement* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately

delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Kaspersky Lab-covered article* means any hardware, software, or service that—

- (1) Is developed or provided by a Kaspersky Lab-covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

*Kaspersky Lab-covered entity* means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

*Unmanned aircraft* means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

*Unmanned aircraft system* means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions.*

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions.*

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders.*

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry.* The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity’s possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report.*

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report.*

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting



office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

- (i) Contract number and order number, if applicable;
- (ii) Name of the covered article or source subject to a FASCSA order;
- (iii) The specific FASCSA order the product or service does not comply with;
- (iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of Provision)

## **C.5 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)**

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

(1) Means a small business concern—

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

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

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

(iv) The business has been certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at <https://veterans.certify.sba.gov/>; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

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

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

(4) The term “small business concern owned and controlled by Veterans with service-connected disabilities” has the meaning given the term “*small business concern owned and controlled by service-disabled veterans*” under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term “*SDVOSB participant*” or *certified SDVOSB* means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General.* In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

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

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

(c) *Representation.* Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

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

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

(2) *Supplies/products.*

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

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

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

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

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

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

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

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

(f) *Joint ventures.* A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

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

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

(End of Clause)

## **C.6 VAAR 852.219-76 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SUPPLIES AND PRODUCTS (JAN 2023) (DEVIATION)**

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

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

(i) ☐ In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(ii) ☐ In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) is granted. The offeror understands that, as provided in 13 CFR 121.406(b)(7), such a waiver has no effect on requirements external to the Small Business Act, such as the Buy American Act or the Trade Agreements Act.

(2) Manufacturer or nonmanufacturer representation and certification.

(i) ☐ *Manufacturer or producer.* The offeror certifies that it is the manufacturer or producer of the end item being procured, and the end item is manufactured or produced in the United States, in accordance with paragraph (a)(1)(i).

(ii) ☐ *Nonmanufacturer.* The offeror certifies that it qualifies as a nonmanufacturer in accordance with the requirements of 13 CFR 121.406(b) and paragraph (a)(1)(ii). The offeror

further certifies it meets each element below as required in order to qualify as a nonmanufacturer.

[ ] The offeror certifies that it does not exceed 500 employees (or 150 employees for the Information Technology Value Added Reseller exception to NAICS code 541519, which is found at 13 CFR 121.201, footnote 18).

[ ] The offeror certifies that it is primarily engaged in the retail or wholesale trade and normally sells the type of item being supplied.

[ ] The offeror certifies that it will take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice.

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

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

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating 18 U.S.C. 1001.

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

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

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

Certification

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

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

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

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

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

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

(End of Clause)

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

See attached document: Interior Wayfinding Signage Drawings.

## SECTION E - SOLICITATION PROVISIONS

### INSTRUCTION TO OFFERORS

Quotes shall be submitted via email to the Contracting POC listed on page 1 of the Standard Form 1449 in Block 7a. Include Request for Quote number in subject line of email. All quotes shall be submitted on or before the offer due date shown on page 1 of the Standard Form 1449 in Block 8.

To be deemed responsive and be considered for award, an offeror's quote shall include, but is not limited to:

1. Authorization Letter from the Original Equipment Manufacturer (OEM) of the brand offerors is providing if the offeror is not the OEM in accordance with VAAR 852.212-71 GRAY MARKET AND COUNTERFEIT ITEMS (FEB 2023).
2. Descriptive Literature in accordance with FAR 52.214-21 DESCRIPTIVE LITERATURE (APR 2002).
3. Standard Form 1449 (page 1), Solicitation/Contract/Order for Commercial Items, with blocks 12, 17, 30a, 30b, and 30c completed by the offeror.
4. Standard Form 1449 (page 2), Complete Contractor POC Information and Acknowledge Amendments, if applicable.
5. Standard Form 1449 Section B.2 Price/Cost Schedule.
6. Standard Form 1449 Section B.3 Delivery Schedule.
7. Standard Form 1449 continuation pages, fill in all applicable Clauses and Provisions.
8. Offeror's Representations and Certifications, as applicable.
9. Fill in the following Buy American or Free Trade Agreements Certificate as applicable:
  - 52.225-2 Buy American Certificate OR
  - 52.225-6 Trade Agreements Certificate
10. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, Lowest Price Technically Acceptable in accordance with the Statement of Need.

The signage standards are an integral part of the user experience for the Veteran and his or her family that the VA Medical Center serves. Quality, functionality, and providing a matching system for these signage updates are of the utmost importance and value to this project. This is a brand name or equal procurement. Signs shall meet all salient characteristics.

The intent is to use fair, timely and cost-effective procedures for the solicitation, evaluation, and selection of the Offeror most advantageous to the Government.



## **Submittal Requirements**

### **A. Past Performance:**

Past experience shall include 5 similar projects in the last eight years, four of which should be other VA or Military Hospitals. Please provide a point of contact, contract number(s) and dollar amount of all 5 projects. A similar project is defined as a project including wayfinding design, interior / exterior signage, and installation for a healthcare facility with equal magnitude.

### **B. Product Quality / Specifications:**

This is a brand name or equal procurement per. Signs shall meet all salient characteristics, match and be interchangeable with the existing sign system standard. If proposing an or equal product, please submit a statement certifying that the proposed product is equal in all respects including its aesthetic and functionality and provided detailed manufacturing drawings for each component shown.

### **C. Management Approach:**

Vendor shall detail how they manage, plan, and implement sign orders to ensure on-time performance, customer service, quality control and adherence to codes.

### **D. Experience with Large Projects:**

Vendor shall demonstrate experience with planning, coordinating, managing, and implementing  
 an environmental graphics design / build project in a health care environment that covered  
 multiple campuses, buildings, and roadways over a multi-year period. The scope should include  
 both interior and exterior signage. Please provide case studies for at least two similar VA  
 Projects.

### **E. Project Team:**

Contractor shall demonstrate that the individual members of their design / project team have extensive experience in the areas discussed above. The team assigned must have significant experience with wayfinding design of large medical centers including other VA Hospitals. Members of the design and project management team should have at least 5 years of design, signage, and graphics experience.

### **F. Wayfinding & Veteran Design Precepts:**

Vendor shall demonstrate a proven knowledge of wayfinding and environmental graphic design principals for a healthcare environment. This information will be evaluated based on the wayfinding theory presented and appropriateness to a VAMC healthcare environment and population.

### **G. Sign Samples:**

Vendor **shall** submit physical samples of the following sign types:

- #1 – Sign Type B
- #2 – Sign Type C.44s including hardware
- #3 – Sign Type WF.PD

Samples will be evaluated on workmanship, quality, finishes and ability to match the sign standard / salient characteristics and updatability utilizing existing signage standards

already approved. Physical sign samples must be received prior to the bid due date and time.

**Please send samples to:**

Corporal Michael J. Crescenz  
Department of Veterans Affairs Medical Center  
Attention: Colleen Schweers  
3900 Woodland Avenue  
Building 15  
Philadelphia, PA 19104

To be deemed responsive and be considered for award, an offeror must quote all items identified in the solicitation and corresponding Statement of Need. Quoters that fail to quote all items will be deemed ineligible for award.

In accordance with FAR 52.204-7 System for Award Management, an Offeror is required to be registered in System for Award Management (SAM) when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

**ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**

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 52.252-1 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):

<https://www.acquisition.gov/browse/index/far>  
<https://www.va.gov/oal/library/vaar/>

(End of Provision)

**FAR**  
**Number**

**Title**

**Date**

52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.214-21	DESCRIPTIVE LITERATURE	APR 2002
52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB 2021
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE (End of Addendum to 52.212-1)	OCT 2018

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

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

Lowest Price Technically Acceptable in accordance with the Statement of Need.

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

(End of Provision)

## **E.3 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)**

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

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

Other End Products

Line item No.	Country of origin

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. 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 those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

#### **E.4 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)**

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

*Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component* have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

*Business operations* means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

*Marginalized populations of Sudan* means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

*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 under 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)).

(b) *Procedures.*

(1) *Covered telecommunications and video surveillance.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(2) *FASCSA Orders.*

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations.* By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in

response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification.* By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications.*

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(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 (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$15,000 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>)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

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

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

(g) *Disclosure.*

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at <https://dibnet.dod.mil>.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures.* The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of Provision)

End of Document

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