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Table of Contents

SECTION A	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS	3
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.3 STATEMENT OF WORK	4
B.3 PRICE/COST SCHEDULE	7
ITEM INFORMATION.....	7
ACCOUNTING AND APPROPRIATION DATA	8
B.4 DELIVERY SCHEDULE	8
SECTION C - CONTRACT CLAUSES	10
C.1 TASK/DELIVERY ORDER INTRODUCTORY LANGUAGE	10
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	10
C.3 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026).....	11
C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	12
C.5 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)	12
C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018).....	12
C.7 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)	13
C.8 VAAR 852.219-76 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING— CERTIFICATE OF COMPLIANCE FOR SUPPLIES AND PRODUCTS (JAN 2023) (DEVIATION)	16
C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)	18
C.10 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020) ..	19
C.11 VAAR 852.246-71 REJECTED GOODS (OCT 2018).....	20

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: CONTRACTOR: SDV OFFICE SYSTEMS LLC

Jennie Douglas

1-704-999-4830

jeremy@veteranofficedesign.com

b. GOVERNMENT: Contracting Officer 36C257

Department Of Veterans Affairs

Network Contracting Office 17

5441 Babcock Road Ste. 302

San Antonio TX 78240

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 Receipt and Acceptance

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

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

AMENDMENT NO	DATE

B.3 STATEMENT OF WORK

The Veterans Health Administration (VHA) has a requirement for healthcare furniture for Harlingen & Brownsville Outpatient Clinics that meets the VHA IDIQ specifications and high-quality threshold while integrating excellent environmental stewardship.

This requirement is for the procurement of healthcare furniture. No Installation will be required.

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

2.0 PERFORMANCE REQUIREMENTS

The contractor shall provide and be responsible for technical assistance, development and generation for final specifications.

Duty hours will be 08:30 am – 4:00 pm. The Government recognized US holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it is observed on Monday.

The contractor shall:

- a. Coordinate and provide project management of all products and services to manage, design, order, ship, and deliver new furniture until final acceptance by the Contracting Officer Representative.
- b. Provide maintenance manuals for all products specified.
- c. Warranty:
 - a. The warranty item is to run from the date of acceptance of the products by the Government.
 - b. Contractor/ Vendor agrees to furnish, without cost to the Government, replacement of all parts and material which are found to be defective during the warranty period. Cost of installation and travel of replacement material and parts shall be borne by the Contractor/ Vendor.
 - c. The products will be free from defects in workmanship and materials for a period of at least one year.
 - d. Manufacture Limited lifetime warranty

3.0 SUBMISSION OF QUESTIONS

Questions: All questions submitted for this solicitation must be electronically sent to the Contracting Officer.

4.0 PRODUCT

General

All finished surfaces shall be free of scratches, marks, dents, or blemishes, and withstand staining, and resistant to flaking, cracking, or loss or adhesion.

Furnishings shall have smooth finishes with no hazardous projections, sharp corners, or detail, which can be hazardous and cause personal injury or damage to clothing.

See below for requirement of products.

Harlingen & Brownsville Outpatient Clinics

A. Staff Workstation/Office Seating – Herman Miller Aeron Size B Quantity: 29

- a. Herman Miller Aeron – AER2B23DW--ALP-G1-G1-G1-C7-BK-231-03
- b. Work Chair, B-size, Standard Height Range with Tilt Limiter and Seat Angle, Fully Adjustable Arms, Non-upholstered Armpads
- c. Back Support Option: ALP (Adjustable Posturefit SL)
- d. Frame Finish: G1 (Graphite CP)
- e. Chassis Finish: G1 (Graphite CP)
- f. Base Finish: (Graphite CP)
- g. Casters/Glides: C7 (2.5 inch caster, black yoke, hard floors/carpet)
- h. Armpad Finish: BK (Black)
- i. 8z Pellicle: Price Category 1

B. Furniture Patient Guest Seating – KAR2-26L_UA_D Quantity: 10

- a. Krug – Karma Guest Chair 26 Inch Fully Upholstered, with Arm and Standard Dust Cover
- b. Color Frame (Legs only) Finish: **Silver Metallic**
- c. Fabric Color/Type: **Stinson Patty Madden Martini SOF-MAR-07 MARINE**
- d. Fabric Grade: 6
- e. Polymer Arm Color Selection: Black
- f. OPTION 1: Nylon Floor Saver Glides

C. Breakroom/Nurse Core Seating – Sit On It RIO 4 Leg Armless Seats Quantity: 4

- a. Plastic Seat and Back
- b. Frame Finish: Silver FC2
- c. Shell Color: Sterling SC18
- d. Arm Style: Armless
- e. Glides & Casters: Performance Multi-surface Glides
- f. Cal 133: NO Cal 133
- g. Packaging: Fully Assembled in Carton (AC)

D. Lab/Medical Workspace Seating – HXHU-101-9 HELIX HIGH Quantity: 1

- a. Helix High Height Chair with Black i-plus Polyurethane Seat and Back

- b. Height: HXHU (High)
- c. Frame Finish: 101 (Slate)
- d. Casters: 9 (Weight activated brakes when seated)

BOPC & HOPC FURNITURE JUNE 2026

Information Systems Officer, Information Protection:

The contractor **will not** have access to VA Desktop computers, nor will they have access to online resources belonging to the government while conducting services. If removal of equipment from the VA is required, any memory storage devices, such as hard drives, solid state drives and non-volatile memory units will remain in VA control and will not be removed from VA custody.

Privacy Officer:

The contractor **will not** have access to protected Patient Health Information (PHI) nor will they have the capability of accessing patient information during the services provided to the VA and if removal of equipment from the VA is required, any memory storage devices, such as hard drives, solid state drives and non-volatile memory units will remain in VA control and will not be removed from VA custody. All research data available for Contractor analyses is de-identified.

Records Manager:

The NARA Records Management language (Attached) only needs to be added if records could be created, maintained or dispositioned by the contract/contractor. No Records

Records Officer: There will be no federal records created, maintained, used or dispositioned with this contract; regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.]. N/A

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Herman Miller Aeron Work Chair, B-size AER2B23DW-- ALP-G1-G1-G1-C7-BK-231-03 Contract Period: Base POP Begin: 09-07-2026 POP End: 12-07-2026 PRINCIPAL NAICS CODE: 337215 - Showcase, Partition, Shelving, and Locker Manufacturing PRODUCT/SERVICE CODE: 7110 - Office Furniture	29.00	EA	\$843.870	\$24,472.23
ACRN: 1	Requisition Number: 740-26-4-5025-0030 Appropriation: 740-3660162-5025-850100 Office of the Chief, En-3126 Furniture and Fixtures, n-0100561Z7				\$24,472.23
0002	Krug Brand Karma Guest Chair KAR2-26L_UA_D Contract Period: Base POP Begin: 09-07-2026 POP End: 12-07-2026 PRINCIPAL NAICS CODE: 337215 - Showcase, Partition, Shelving, and Locker Manufacturing PRODUCT/SERVICE CODE: 7110 - Office Furniture	10.00	EA	\$445.72	\$4,457.20
ACRN: 1	Requisition Number: 740-26-4-5025-0030 Appropriation: 740-3660162-5025-850100 Office of the Chief, En-3126 Furniture and Fixtures, n-0100561Z7				\$4,457.20
0003	Sit On It RIO; 4 leg, fixed arm, breakroom/core break area chairs Contract Period: Base POP Begin: 09-07-2026 POP End: 12-07-2026 PRINCIPAL NAICS CODE: 337215 - Showcase, Partition, Shelving, and Locker Manufacturing PRODUCT/SERVICE CODE: 7110 - Office Furniture	4.00	EA	\$132.21	\$528.84
ACRN: 1	Requisition Number: 740-26-4-5025-0030 Appropriation: 740-3660162-5025-850100 Office of the Chief, En-3126 Furniture and Fixtures, n-0100561Z7				\$528.84
0004	Helix High Lab/Medical Seating HXHU-101-9 Contract Period: Base POP Begin: 09-07-2026	1.00	EA	\$650.00	\$650.00

POP End: 12-07-2026 PRINCIPAL NAICS CODE: 337215 - Showcase, Partition, Shelving, and Locker Manufacturing PRODUCT/SERVICE CODE: 7110 - Office Furniture				
ACRN: 1	Requisition Number: 740-26-4-5025-0030 Appropriation: 740-3660162-5025-850100 Office of the Chief, En-3126 Furniture and Fixtures, n-0100561Z7			\$650.00
0005	1.00	EA	\$903.25	\$903.25
SLA fee up to 3% Contract Period: Base POP Begin: 09-07-2026 POP End: 12-07-2026 PRINCIPAL NAICS CODE: 337215 - Showcase, Partition, Shelving, and Locker Manufacturing PRODUCT/SERVICE CODE: 7110 - Office Furniture				
ACRN: 1	Requisition Number: 740-26-4-5025-0030 Appropriation: 740-3660162-5025-850100 Office of the Chief, En-3126 Furniture and Fixtures, n-0100561Z7			\$903.25
			GRAND TOTAL	\$31,011.52

ACCOUNTING AND APPROPRIATION DATA

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	740-3660162-5025-850100 Office of the Chief, En-3126 Furniture and Fixtures, n- 0100561Z7	740-26-4-5025- 0030 (P)	\$31,011.52

B.4 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
0001-0005	SHIP TO: DEPARTMENT OF VETERANS AFFAIRS VA Harlingen Healthcare Center (HCC) 2601 Veterans Drive Harlingen,, TX 78550 8942 USA	29.00	90 Days ARO

MARK FOR: Daniel Lopez
Daniel.Lopez1@va.gov
FOB: DESTINATION

SECTION C - CONTRACT CLAUSES

C.1 TASK/DELIVERY ORDER INTRODUCTORY LANGUAGE

The terms and conditions of the Contractor's Indefinite Delivery Contract (IDC), including any contract modifications, apply to all task or delivery orders issued under the contract as a result of this RFQ. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the contract. Any unique terms and conditions of an order issued under the contract that are not a part of the applicable IDC will govern. In the event of an inconsistency between the terms and conditions of a task/delivery order and the Contractor's IDC, other than those identified above, the terms of the IDC will take precedence.

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):

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
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
52.212-4	CONTRACT TERMS AND CONDITIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2023
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	MAR 2026
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025

**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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.225-1	BUY AMERICAN—SUPPLIES (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER— SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION)	NOV 2025

C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.5 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation letter shall be furnished to the Contractor.

(End of Clause)

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of Clause)

C.7 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:

☐ 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.8 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)

C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

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

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

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

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

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

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

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

(End of Clause)

C.10 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

C.11 VAAR 852.246-71 REJECTED GOODS (OCT 2018)

(a) *Supplies and equipment.* Rejected goods will be held subject to Contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the Contractor's address at the Contractor's risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the Contractor.

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

(End of Clause)