SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.	PAGE 1 OF
607-26-2-6653-0012	56

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C25226Q0501	06-24-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Coleman, Michele	202-461-8019	07-23-2026 5:00 PM

9. ISSUED BY CODE 36C252

Department of Veterans Affairs
Great Lakes Acquisition Center (NCO 12)
115 South 84th Street, Suite 101

Milwaukee WI 53214-1476

10. THIS ACQUISITION IS

- [X] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 811310

SIZE STANDARD: $12.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
[ ] SEE SCHEDULE	N/A	[ ]	N/A	[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE 36C607

William S. Middleton Veterans Hospital
Building 17
2500 Overlook Terrace

Madison WI 53705-2254

16. ADMINISTERED BY CODE 36C252

Department of Veterans Affairs
36C252
Great Lakes Acquisition Center - HC
115 South 84th Street, Suite 101
Milwaukee WI 53214-1476

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE _____

Department of Veterans Affairs
Financial Services Center
PO Box 149971
Austin TX 78714-9971

PHONE: FAX:

[ ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Remove and Replace Well Pressure Tank The Service Contract Labor Standards statute applies to this to this acquisition. See Section D for the applicable Wage Determination. (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)

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) / 30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Ashley Johnson / 31c. DATE SIGNED

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA (continuation from Standard Form 1449)

QUOTERS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED HEREIN PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

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

Amendment Number	Date
_____	_____
_____	_____
_____	_____

1. **CONTRACT ADMINISTRATION:** All Contract administration matters will be handled by the following individuals:

   (a) **CONTRACTOR:**

   CONTRACTOR NAME: _____

   ADDRESS: _____

   CITY-STATE-ZIP: _____

   POINT OF CONTACT: _____

   OFFICE NUMBER: _____

   E-MAIL ADDRESS: _____

   SAM UEI NUMBER: _____

   Contractor's Relevant Experience/Past Performance Point of Contact (if different than above):

   NAME: _____

   E-MAIL ADDRESS: _____

   (b) **GOVERNMENT:** Michele Coleman, Concordant Contractor
   Ashley Johnson, Contracting Officer
   Department of Veterans Affairs
   Great Lakes Acquisition Center (36C252)
   115 S 84th Street, Suite 100
   Milwaukee, Wisconsin 53214-1476

2. **ACQUISITION OF COMMERCIAL ITEMS:** The services to be procured from this Request for Quote (RFQ) will be acquired from the commercial marketplace using the procedures set forth in Federal Acquisition Regulations (FAR) Part 12 – Acquisition of Commercial Products and Commercial Services. FAR Parts 13, 14, and 15 will not be used. The procedures in FAR Part 12 allow the Government to procure commercial goods and services using streamlined procurement procedures that resemble commercial practices. Note: The terms "offeror" and "quoter" are both used in this RFQ. For the purposes of this RFQ, these terms are interchangeable; there is no difference in meaning between the two.

   The Government, in its sole discretion, may award a contract from the quotes received in response to this Solicitation, issue a new Solicitation, or cancel this Solicitation without reissue.

3. **CONTRACTOR RESPONSIBILITY: Only responsible prospective contractors are eligible to have their quotes considered for award.** Pursuant to FAR 9.104-1: To demonstrate responsibility, a prospective contractor must—

   (a) Have adequate financial resources to perform the contract, or the ability to obtain them (see 9.104-3(a));

   (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

   (c) Have a satisfactory performance record (see 9.104-3(b) and part 42). Do not determine a prospective contractor responsible or nonresponsible based solely on a lack of relevant performance history;

   (d) Have a satisfactory record of integrity and business ethics (see part 42);

   (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors) (see 9.104-3(a));

   (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see 9.104-3(a)); and

   (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition at 9.108).

   See Subpart 9.1 - Responsible Prospective Contractors for additional information regarding contractor responsibility.

   Note: In practical terms, a responsible prospective contractor must be active in the System for Award Management without exclusions, as reported on SAM.gov | Entity Information; and certified as an SDVOSB or VOSB (if the requirement has been set aside), as reported by the Small Business Administration at Small Business Search.

4. **SMALL BUSINESS SET-ASIDE (if any):** This requirement has not been set aside for any small business types; all businesses regardless of size are eligible to have their quotations considered in response to this RFQ. The NAICS code for this requirement is 811310, and the small business threshold set by the SBA for this NAICS code is $12.5 million. Reference Box 10 of Standard Form 1449, above.

   Small Business Set-aside Eligibility Requirements:

   (a) Small Business Size Standards: Per FAR 19.201-1(a)(1), "To be eligible for award as a small business concern, an offeror is required to represent in good faith— (i)(A) That it meets the small business size standard corresponding to the North American Industry Classification System (NAICS) code identified in the solicitation . . . ."

   (b) Socioeconomic Program Eligibility: Per FAR 19.201-1(a)(2): "To be eligible for award as a small business concern under a socioeconomic program listed in this part, the small business concern has to be certified by SBA for that program (see 19.101(a)(2)(i) ("SBA certifies offerors as **veteran-owned small business [VOSB]**, **service-disabled veteran-owned small business [SDVOSB]**, HUBZone small business, and women-owned small business concerns under the WOSB Program. SBA certifications can be found in the Small Business Search (SBS) website," available at Small Business Search.)). (Emphasis added.)

   (c) Small Business Concern Eligibility: Per FAR 19.101(a)(2)(i), "To be eligible as a small business concern . . . an offeror is required to represent in good faith that it meets the definition," of that term. Per FAR 2.101, a "small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13 CFR part 121," available at Code of Federal Regulations: 13 CFR Part 121.)).

5. **SOLICITATION TIMELINE (See also FAR 52.212-1 Addendum, below):**

   - Site Visit: A site visit is scheduled for Wednesday, July 8, 2026, at 9:00 am Local Time at the William S. Middleton Memorial Veterans Hospital, 2500 Overlook Terrace Madison, WI 53705. Contractors are required to meet the COR or escort at the Main Desk in the Lobby by 9:00 am CST. The COR will provide a sign-in sheet to collect interested party information at the site visit.

   - Solicitation Questions Deadline: Solicitation questions are due by 1:00 p.m. Local Time on Monday, July 13, 2026. Answers will be posted by Solicitation Amendment on Contract Opportunities.

   - Solicitation Closes/Quotes Due: Quotes are due by 5:00 p.m. Local Time on Thursday, July 23, 2026. Reference Box 10 of Standard Form 1449, above, or most recent Solicitation Amendment, as applicable.

   a. **SITE VISIT:** PLEASE NOTE THAT WHILE ON-CAMPUS ALL PERSONS SHALL COMPLY WITH ALL FACILITY DIRECTIVES. It is strongly suggested that the potential quoter inspect the campus to be serviced to fully understand the nature of the work and the

conditions under which the work is to be performed. **In no case shall failure to attend a site visit or otherwise inspect the campus constitute grounds for a claim after contract award.**

b. **RFQ QUESTIONS:** In order to maintain the integrity of this solicitation and subsequent award, all potential quoters shall submit questions regarding this solicitation via e-mail to Contract Specialist Michele Coleman at Michele.Coleman@va.gov. Answers will be issued via a consolidated response by solicitation amendment posted on Contract Opportunities, available at https://sam.gov/.

c. **SUBMISSION OF QUOTE:** Quoters shall submit their quote by e-mail to Contract Specialist Michele Coleman at Michele.Coleman@va.gov. Please limit graphics or excessively large files during quote submission. The VA has a maximum allowable incoming email size limitation, including attachments, of seven (7) megabytes. Quoters submitting responses via email that exceed 7 megabytes shall split their response into multiple email messages so as to not exceed the maximum allowable email size limitation. The VA may not consider late responses due to undelivered e-mails that exceed 7 megabytes.

Quote Contents: See FAR 52.212-1 below for a complete explanation of quote contents requirements.

Quote Evaluation Procedures: See FAR 52.212-2 below for a complete explanation of quote evaluation procedures.

6. **INVOICE SUBMISSION AND PAYMENT:** Use of the invoicing procedures set forth in this Contract are mandatory and supersede any other invoicing procedures otherwise used by the contractor. Invoice payment, including the calculation of late fees when applicable, shall be conducted in accordance with current Department of Veterans Affairs policies and procedures at the time an invoice is submitted.

Note: Under no circumstances will a late payment be grounds for termination of this Contract.

Note: The contractor is responsible for the proper, timely submission of all invoices for work that has been completed under this Contract and accepted by the Government.

(a) Electronic Submission of Invoices: Invoices must be submitted after all work is completed for stand-alone Contracts or monthly in arrears for long-term Contracts, in accordance with: VAAR 852.232-72 Electronic Submission of Payment Requests. Invoices shall not be submitted for work not yet performed.

(b) Payment in Arrears: Payment will be made in arrears upon receipt of a properly prepared invoice. Advance payment for work not yet performed is not authorized under this Contract.

(c) Electronic Accounts: Before an invoice can be submitted or payment rendered, all contractors must establish a payment account with the Department of Veteran Affairs Financial Services Center (VAFSC) and register with the Tungsten Network for free electronic submission of invoices.

(1) VAFSC Payment Account: A VAFSC payment account is established via the VAFSC Customer Engagement Portal at VAFSC Customer Engagement Portal. For assistance, VAFSC customer service is available at (877) 353-9791, option 2, or e-mail at vafsccshd@mail.va.gov.

(2) Tungsten Network: Registration with the Tungsten Network may be accomplished at Tungsten Network Registration. Additional information and assistance may be found at Introduction - Simplified Invoicing with the Tungsten Network. Tungsten Network support is available at (877) 489-6135 or e-mail at VA.Registration@Tungsten-Network.com. Contractors shall submit an electronic invoice by the tenth (10^{th}) of the following month services were performed or goods delivered via the Tungsten Network through the website at Tungsten Network Portal.

(d) Invoice Contents: All invoices must reference the contractor's name and address, customer name, Contract number, appropriate obligation/funding order number, description of services or supplies provided, quantity, unit price, and total invoice amount (any additional info). Invoices must also include any payment discount terms.

(e) Electronic Payment: All payments by the Government to the contractor will be made in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.

(f) Overpayment: If a contractor becomes aware that the Government has overpaid on an invoice payment, the contractor shall contact the contracting office as soon as practicable to coordinate remittance of the overpayment amount. *See* FAR 52.212-4(i)(4) for additional information.

7. **CONTRACTING OFFICER'S REPRESENTATIVE/POINT OF CONTACT:** A Contracting Officer's Representative (COR) may be designated, in writing, to serve specified technical and administrative functions on behalf of the Contracting Officer. Typical responsibilities include technical evaluation of quotes received in response to a Request for Quotes (RFQ), verifying that all work is satisfactorily completed under this Contract, certification of invoices submitted for work performed under this Contract, and providing input for Contractor performance evaluations. For smaller or less complex requirements, a facility Point of Contact (POC) may be used instead of a formally designated COR.

8. **CONTRACT SCOPE AND UNAUTHORIZED COMMITMENTS: If the Contractor receives a request from VA personnel directing or requesting work that the Contractor believes is not within the scope of the Contract, the Contractor must notify the COR/POC and the Contracting Officer of the request**. Only the Contracting Officer is authorized to issue changes or modifications that will affect price, quantity, or quality of performance of this Contract. Additional tasking required by changes in mission assignments must be documented by a bilateral contract modification, in accordance with FAR 52.212-4(d). **In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred thereof.**

9. **FIRM-FIXED-PRICE CONTRACT:** This Contract is a firm-fixed-price contract, as defined in FAR 16.202-1. As such, the prices set forth in Section B.2 Price Schedule are not subject to any adjustment on the basis of the contractor's experience in performing the Contract. The Contractor must not perform any work outside the scope of this Contract without a properly awarded bilateral modification, in accordance with FAR 52.212-4(d).

10. **NONPERSONAL SERVICES CONTRACT:** This Contract is not a personal services contract, as described in FAR 37.201-2 (Characteristics of personal services contracts). VA personnel will not exercise any supervision or control over Contractor personnel performing work under this Contract. Such personnel must be accountable solely to the Contractor, which in turn is responsible to the Government for execution of the services under this Contract.

11. **ADDITIONAL SERVICES OR SUPPLIES:** In the event that the Government determines that additional services or supplies are required to meet evolving facility requirements in line with the services or supplies already being provided under the Contract, the Government may request a quote from the Contractor for such additional services or supplies, in the Government's sole discretion. The Contracting Officer, in the Contracting Officer's sole discretion, may award a bilateral contract modification for such additional services or supplies in accordance with FAR 52.212-4(d). Any modifications that authorize such additional services or supplies under this paragraph shall be considered within the scope of the Contract.

12. **MODIFICATIONS:** Any changes to this Contract shall be made by a modification issued on a Standard Form 30 in accordance with FAR 52.212-4(d). There are two types of modifications: unilateral and bilateral.

    (a) Unilateral Modifications: A unilateral modification is a modification that is signed only by the Contracting Officer and becomes effective as soon as it is sent to the Contractor. Unilateral modifications are used, for example, to make administrative changes (a change that does not affect the substantive rights of the parties, such as a change in the paying office or appropriation data), make changes authorized by a clause (such as exercising an Option Period under FAR 52.217-8 or 52.217-9), or issue termination notices.

    (b) Bilateral Modifications: A bilateral modification (supplemental agreement) is a modification that is signed by the Contractor and countersigned by the Contracting Officer using the same procedures as award of this Contract. Bilateral modifications are used to reflect an agreement of the parties that modifies substantive terms of this Contract, such as changes to the price, quantity, or quality of deliverables.

    There are two basic types of bilateral modifications: in-scope and out-of-scope. An in-scope modification means that the change(s) being effected by the modification should have been reasonably contemplated by the contractors that submitted a quote in response to an RFQ. An out-of-scope modification means that the contractors could not have reasonably contemplated the change(s) being made by the modification. The purpose for determining whether a bilateral modification is in-scope or out-of-scope is because this determination drives the procedures to be used for processing the modification. An in-scope modification means that the parties can agree to a change in terms without additional approvals and notices being given. An out-of-scope

modification is considered a sole source acquisition and requires following sole source procedures.

13. **CONTRACT CLOSEOUT:** Once the Contractor has completed all obligations under this Contract, and the facility has accepted all deliverables as being in conformance with applicable terms and conditions, the Contractor must submit a final invoice to close out the Contract. Once that invoice has been accepted by the facility and paid by the Government, the contracting office will deobligate any unused funds remaining against the Contract via a unilateral modification and complete a closeout of the Contract file.

14. **GOVERNMENT LIABILITY:** The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 2671-2680, prescribes a uniform procedure for handling of claims against the United States, for money damages only, on account of damage to or loss of property, or personal injury or death, caused by the negligent or wrongful act or omission of a Government employee while acting within the scope of his or her office or employment, under circumstances where the United States, if a private person, would be liable in accordance with the law of the place where the act or omission occurred. Under the FTCA, the federal government acts as a self-insurer. See Claims Under the Federal Tort Claims Act - Office of General Counsel (va.gov) for additional information.

15. **FACILITY REQUIREMENTS:** In addition to any other requirements set forth in this Contract, the Contractor, including its employees, agents, and subcontractors (collectively "the Contractor"), must comply with the following facility requirements. Failure to comply with these requirements shall be considered a material breach of this Contract and may be a violation of Federal law resulting in charges answerable in the United States District Court.

    (a) Parking: It is the responsibility of the Contractor to park in the appropriate designated parking areas. Information on parking is available from the VA Police Section. The VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.

    (b) Drug-free Policy: All VA facilities are drug-free. Possession of non-prescribed drugs, including alcohol, marijuana, and CBD products, is prohibited.

    (c) Non-smoking Policy: Smoking—including all tobacco products, e-cigarettes, and vaping products—is prohibited on the entire campus, both inside and outside the VA Facility.

    (d) Weapons Prohibited: Possession of any type of weapon on VA property is prohibited. Enclosed containers, including tool kits, are subject to search without consent while on VA property.

    (e) VHA DIRECTIVE 1192.01 (Seasonal Influenza Policy): This Veterans Health Administration (VHA) directive establishes policy and provides guidance for the prevention of seasonal influenza in VHA facilities through the vaccination or masking of health care personnel (HCP). AUTHORITY: Title 38 United States Code (U.S.C.) 7301(b), 7318(b). Contractors are responsible for providing face masks and influenza vaccines for all employees working at a VA facility. If Directive 1192.01 is applicable, the Contractor, in conjunction with the COR, is responsible for ensuring that all aspects of this directive are implemented.

16. **RECORDS MANAGEMENT OBLIGATIONS:**

(a) Applicability: This section applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

(b) Definitions: "Federal Record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal Record:

1. includes VA records;

2. does not include personal materials;

3. applies to records created, received, or maintained by Contractors pursuant to their VA contract; and

4. may include deliverables and documentation associated with deliverables.

(c) Requirements:

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

4. The facility and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of the facility or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting

Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to the facility. The agency must report promptly to NARA in accordance with 36 CFR 1230.

5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in this Contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to the facility's control, or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in this Contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and the facility's guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with the facility's policy.

8. The Contractor shall not create or maintain any records containing any non-public facility information that are not specifically tied to or authorized by the Contract.

9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

10. The facility owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which the facility shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take VHA-provided records management training.

The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training. The facility, in coordination with the COR/POC, will provide any required training under this subparagraph.

(d) Flow-down of requirements to Subcontractors:

1. The Contractor shall incorporate the substance of this section, its terms and requirements including this paragraph, in all subcontracts under this Contract and require written subcontractor acknowledgment of same.

2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

17. FACILITY SECURITY, SAFETY, AND PRIVACY REQUIREMENTS:

(a) Badging/Access: **Contractors shall coordinate all badging, background checks, and fingerprinting with the COR or otherwise designated facility POC.** Reference VA Handbook 0710 Personnel Vetting Program, VA Handbook 0735 Homeland Security Presidential Directive 12 (HSPD-12) Program, and VA Directive 0735 Homeland Security Presidential Directive 12 (HSPD-12) Program.

Contractors must strictly comply with all direction given by the COR/POC and facility personnel during the badging/access process, including fingerprinting and background investigations as required. Contractors shall be responsible for all expenses related to the badging/access process, including reimbursement to the VA, as applicable. Failure to comply with this requirement will be considered a material breach of this Contract.

(b) Physical Security: The Contractor must not permit its employees, including subcontractor employees, to open desk drawers, cabinets, or to use office equipment, including the use of telephones, for any purpose other than required for normal performance of duties under this Contract.

(c) Check-in/Check-out Requirements: The Contractor must comply with all facility check-in and screening requirements. Upon successful completion of the facility's check-in and screening process, the Contractor must check-in with the COR/POC. The Contractor must check-out with the COR/POC, or their designee, at the conclusion of such work, prior to departing the VA facility, advising them of the work completed and any problems/issues identified.

(d) Building Security and Keys: The Government may provide the Contractor with keys to access the required rooms for services provided under this Contract, as applicable. The Contractor shall not lend keys or open locked rooms or areas to permit entrance by persons other than the Contractor's assigned staff. The Contractor shall be responsible for securing areas upon completion of duties. Keys must not be duplicated. Any keys lost by the Contractor will be replaced by the Government, and the Contractor will be charged the replacement value of the lost key and for any expenses incurred for rekeying caused by the lost key. The Contractor must notify the COR/POC of any lost or suspected lost key as soon as possible.

(e) Noninterference with Facility Functions: The Contractor must perform its services under this Contract in a manner that does not interfere with the facility's functions, including maintaining all tools and equipment in an orderly fashion and cleaning the work area at the conclusion of a service visit, as applicable.

(f) Network/Data Security: The Contractor must not connect any computing or data storage devices to the VA facility's networks, except for publicly available Wi-Fi.

(g) Contract Security: The Authorization & Accreditation (A&A) requirements of VHA Handbook 6500.6 do not apply to this requirement; therefore, a Security Accreditation Package is not required, nor is an A&A or MOU/ISA required. If there are any questions related to privacy, please have a member of your staff contact the VA Privacy Service at (202) 273-5070 or e-mail at privacyservice@va.gov.

(h) Safety – Infection Control Risk Assessment (ICRA) Requirements: During the performance of this Contract, the Contractor must follow all ICRA requirements, as set forth by the infection control staff.

(i) Safety – OSHA and CDC Requirements: The Contractor must comply with all OSHA and CDC requirements while performing work under this Contract, including without limitation: use of personal protective equipment; proper placement of caution signs; and providing the COR/POC with all Material Safety Data Sheets, as applicable, prior to beginning any work under this Contract.

(j) Patient Confidentiality: The Contractor must adhere to all requirements of the Privacy Act due to the possibility that confidential medical record information may be accessible and/or visible to Contractor employees while performing work under this Contract. The Privacy Act prohibits the disclosure of a record about an individual from a system of records, absent the written consent of the individual, unless the disclosure is pursuant to a statutory exception. *See* Privacy Act of 1974 for additional information regarding the Privacy Act. At the COR's/POC's direction, in their sole discretion, the Contractor must obtain a signed Confidentiality Certificate from each employee and maintain that Certificate for inspection purposes.

(k) Photography: Photographs may be taken on facility grounds only during the performance of the services provided under this Contract; photographs shall not be taken for any other reason. Photographs must not contain any images or other personal information of patients, Government personnel, or other contractor personnel. Any violation of this policy is grounds for immediate revocation of that person's access to the facility.

(l) Legal/Professional Standards Compliance. All work performed under this Contract must comply with all applicable laws, regulations, ordinances, rules, and professional standards, specifically including without limitation: the Centers for Disease Control and Prevention (CDC); the Occupational Safety and Health Administration (OSHA); the Environmental Protection Agency (EPA); the National Fire Protection Association (NFPA); the Food and Drug Administration (FDA); and The Joint Commission.

(m) Protection of Government Property: The Contractor must take care to protect persons and personal/Government property while on VA property, including removal of all trash and debris at the completion of any job, and otherwise keeping the work area clean at all times. The Contractor shall be liable for any injuries and/or damage caused by the Contractor, including its personnel and agents (including any subcontractors), to include all reasonable costs for medical treatment and/or damage repair. Any injuries and/or damage caused by the Contractor must immediately be reported to the COR/POC.

18. PERSONNEL REQUIREMENTS FOR SERVICES CONTRACTS: The following requirements apply to all Contractor personnel, including subcontractor personnel, performing services at a VA facility, including the surrounding campus.

(a) Proper Training: All personnel must be fully trained, thoroughly competent, and otherwise meet all legal requirements for performing services at a Federal Government facility, including all training recommended or mandated by the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), The Joint Commission, and the Veterans Health Administration prior to beginning any work onsite.

(b) Physically Capable: All personnel shall be physically and medically able to perform the services under this Contract.

(c) Legally Capable: All personnel shall be legally capable of working in the United States. Anyone found to be undocumented or otherwise working illegally will be remanded to the proper authorities.

(d) Behavior Standards: While onsite, all personnel shall behave appropriately. Contractor personnel shall not be rude, argumentative, or confrontational with anyone. Any violation of this policy is grounds for immediate revocation of that person's access badge and a permanent ban from the premises.

(e) Clear Criminal Record: All personnel shall have a clear criminal record, which means no felony convictions or misdemeanor convictions for assaultive behavior or crimes of moral turpitude, nor any active criminal warrants.

(f) Communicating in English: All personnel shall be able to effectively communicate in English—speaking, reading, and writing. The purpose of this requirement is to ensure that all personnel are able to understand any alerts or warnings, oral and written, issued by the facility.

(g) Healthy at Work: All personnel shall be healthy when performing services under this Contract; sick personnel must not report to work or shall depart the facility if becoming sick at work.

(h) Appropriate Clothing: All personnel shall wear clothing appropriate for the services being performed and that clearly distinguishes them as Contractor personnel. Clothing shall present a neat appearance, be clean and maintained in good repair, and be worn as designed by the manufacturer. Contractor personnel shall not wear scrubs.

(i) Identification Badge: All personnel shall wear their Government-issued identification badge, if issued, so that it is clearly visible from the front, above the waist and below the face.

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B.2 PERFORMANCE WORK STATEMENT

Well Pressure Tank Replacement
William S. Middleton Memorial Veterans Hospital

1.0 Purpose

The purpose of this Performance Work Statement (PWS) is to establish the performance requirements for the removal and replacement of the well pressure tank at the William S. Middleton Memorial Veterans Hospital. The contractor shall furnish all labor, materials, equipment, and supervision necessary to deliver a fully operational and compliant well pressure tank system.

2.0 Background

The well pressure tank serves as a critical component of the emergency backup water supply system for the Madison VA campus. Without a functioning pressure tank, the well cannot operate, resulting in the loss of the campus's emergency water source. Replacing the tank is essential to maintaining life-safety readiness and emergency preparedness capabilities.

3.0 Scope

The contractor shall remove the existing well-pressure tank and install a new pressure tank with operational capacity equal to or greater than the current unit. All work shall comply with VA Master Specifications Division 33-11-13 and applicable federal, state, and local regulations.

Work shall take place at:
William S. Middleton Memorial Veterans Hospital
2500 Overlook Terrace, Building 17
Madison, WI 53705

4.0 Performance Requirements

4.1 Required Outcomes

The contractor shall deliver a fully functional and compliant well-pressure tank system that:

- Meets or exceeds operational performance requirements.
- Passes all water quality, chlorination, and functionality tests.
- Is installed in accordance with VA Master Specifications 33-11-13.

- Is accepted by the COR after inspection and verification of performance.

4.2 Performance Standards

- Compliance with A.S.M.E. Section VIII Division I design standards.
- Construction with SA515 GR70 carbon steel.
- Interior lining: Series 21 epoxy.
- Exterior coating: N140 epoxy.
- Installation includes required couplings, manhole, flange, lift plugs, saddle supports, and all gaskets.
- Full compliance with OSHA, VHA, and regulatory safety requirements.

Performance will be measured through:

- Inspection by the COR
- Verification of documentation and test results
- Acceptance of delivered system functionality

5.0 Contractor Tasks

The contractor shall perform the following tasks:

Task 1 – Removal and Disposal

Remove and dispose of the existing well pressure tank in accordance with all applicable environmental and disposal regulations.

Task 2 – Delivery

Deliver the new well pressure tank and all associated components to the hospital Engineering Department.
Delivery must be coordinated with the COR to avoid onsite storage.

Task 3 – Installation

Install the new well pressure tank, associated piping, and required controls according to VA Master Specifications.

Task 4 – Chlorination

Chlorinate the new tank and associated piping per VA Master Specifications 33-11-13.

Task 5 – Testing and Verification

- Fill and test the new tank and controls to ensure full operational functionality.
- Submit two water samples to the Wisconsin State Laboratory of Hygiene.
- Provide documentation demonstrating successful compliance with safety and operational requirements.

Task 6 – Project Coordination

- Schedule installation and testing with the COR.
- Notify the COR at least 10 business days before equipment delivery.
- Provide all labor, equipment, tools, and project management required for execution.

6.0 Government-Furnished Information (GFI)

The VA Engineering Department will provide relevant schematics and documents necessary for the contractor to complete the work.

7.0 Performance Monitoring

The COR will monitor contractor performance through routine communication, periodic inspections, and final acceptance review. All work must meet contract requirements prior to acceptance.

8.0 Security Requirements

The contractor is not required to access PHI and is therefore not required to complete VA privacy or security training.

9.0 Safety and Risk Control

The contractor shall:

- Comply with OSHA, VHA safety protocols, and all applicable safety requirements.
- Ensure all personnel adhere to facility-specific safety rules.
- Immediately report any incidents or unsafe conditions to the COR.

10.0 Place of Performance

William S. Middleton Memorial Veterans Hospital
2500 Overlook Terrace
Madison, WI 53705
Engineering Department
POC: TBD

11.0 Period of Performance

August 1, 2026 – March 17, 2027
Normal work hours: Monday–Friday, 8:00 AM to 5:00 PM.

Milestones

a. Part Delivery: Within 22 weeks of contract start, no later than January 11, 2027.
b. Installation: Within 45 days after delivery, no later than March 17, 2027.
c. Completion: All testing and documentation must be completed within the period of performance.
d. Equipment Condition: All delivered equipment must be new, undamaged, and installation-ready.
e. Reporting: Any delivery delays, shortages, or damages must be reported immediately to the COR.

12.0 Inspection and Acceptance

The COR will inspect and verify that all work meets contract and performance requirements. Acceptance will occur only after successful completion of installation, testing, documentation review, and compliance with operational standards.

13.0 Delivery Requirements

Delivery, installation, chlorination, and testing must be completed within 199 business days after contract award.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Well Pressure Tank Replacement IAW the performance work statement. Removal and Disposal Description: Contractor shall remove and properly dispose of the existing well pressure tank in accordance with all applicable environmental, safety, and disposal regulations. All labor, equipment, and materials required for safe removal are included under this CLIN. Contract Period: Base POP Begin: 08-01-2026 POP End: 03-17-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J043 - Maintenance, Repair, and Rebuilding of Equipment - Pumps and Compressors	1.00	JB	_____	_____
0002	Delivery, Storage, and Project Coordination Description: Contractor shall receive the new well pressure tank and all associated components at their own facility, store the equipment until installation, and provide required submittals for COR approval. This CLIN includes coordination activities such as scheduling installation and testing with the COR, providing required notifications, and furnishing all labor, equipment, tools, and project management necessary through delivery-to-contractor and pre installation phases Contract Period: Base POP Begin: 08-01-2026 POP End: 03-17-2027	1.00	JB	_____	_____
0003	Installation, Chlorination, Testing, and Verification Contractor shall install the new well pressure tank, associated piping, and controls in accordance with VA Master Specifications. This CLIN includes chlorination of the tank and piping per VA Master Specification 33 11 13; filling, testing, and verification of full operational functionality; water sampling and submission to the Wisconsin State Laboratory of Hygiene; and all documentation demonstrating compliance with safety and operational requirements. Contract Period: Base POP Begin: 08-01-2026 POP End: 03-17-2027	1.00	JB	_____	_____
				GRAND TOTAL	_____

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION OCT 2025)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *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.

(c) *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.

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

(e) *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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *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;

(D) Contractor point of contact; and

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

(5) *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 FAR part 33 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 FAR part 32).

(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 termination for cause.

(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 for interest credits prescribed in FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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 under this contract 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) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(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 (s)(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.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of

claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *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 52.222-90 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.3 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.4 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any VAAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

C.5 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026)

(a) Definitions. As used in this clause –

VA Information system is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

VA sensitive information means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) *General*. Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at: https://vaww.va.gov/vapubs/index.cfm.

(c) *Risk and Sensitivity Levels*. The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract. *VA Administrations, organizations and staff offices will use the OPM Position Designation Tool.

Positions/Tasks Designated as Non-Sensitive Positions – Tier 1/Low Risk
Plumber
Positions/Tasks Designated as Non-Sensitive Positions – Tier 2/Mod Risk

Positions/Tasks Designated as Non-Sensitive Positions – Tier 4/High Risk

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3:

Tier 5:

(d) *Fitness*. The results from a background investigation are used to determine if an individual's fitness is sufficient for that individual to perform work for or on behalf of VA in the position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee's logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract. The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) *Identification Cards*. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.

2. Upon completion of the Contractor/subcontractor employee's employment.

3. Upon contract completion or termination.

(f) *Lost/stolen*. Immediately upon detection, the Contractor shall report a lost or stolen PIV/identification card to the Government authorities as identified in Directive/Handbook 0735. Within 48 hours of reporting the lost/stolen PIV/identification card, the Contractor shall submit to the Program Manager an incident report that describes the relevant facts and circumstances regarding the loss/theft. If the loss/theft was reported by the Contractor to the local police, the Contractor shall further submit a copy of the final police report to the Program Manager within 48 hours of the report being made available by the local police department. The Government will not reimburse the Contractor for any costs that result from lost/stolen PIV/identification card(s).

(g) *Regular Reporting*. The Contractor shall submit a status report to PIV Sponsor within 5 working days after the end of each calendar quarter and as requested by the Government in order to initiate contract closeout procedures. The report must provide the status of each contractor/subcontractor employee who is required to have a PIV/identification card during the performance of the contract. The report shall identify the Contractor and the contract number, and list the following status for each contractor/subcontractor employee who holds a PIV/identification card under this contract:

1. Contractor/subcontractor employee name.

2. Name of VA facility where Contractor/subcontractor employee works, if applicable.

3. Date background check submitted for Contractor/subcontractor employee.

4. Date PIV/identification card issued to Contractor/subcontractor employee.

5. Contractor/subcontractor employee's PIV/identification card number, as applicable.

6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.

7. Date Contractor notified VA that PIV/identification card is no longer required.

8. Date Contractor returned PIV/identification card was returned to VA.

(h) *Flow down of clause*. The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAA's, in which subcontractors, third-party servicers/employees, and business associates will perform functions where they will have physical access to a VA facility or logical access to VA data, information, VA sensitive information, or information technology or VA information system containing such data or information.

(End of Clause)

FAR Number	Title	Date
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018

C.6 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)

FAR Number	Title	Date
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
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025

52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.225-3	BUY AMERICAN—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT (DEVIATION) ALTERNATE III (NOV 2025)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
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
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026

852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

C.7 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Plumber (WG-4204-10) – Non-Super	$27.15/hr 30% Fringe

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 1 – Wage Determination for Dane County Wisconsin

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION OCT 2025)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of Provision)

ADDENDUM TO FAR 52.212-1: INSTRUCTIONS TO QUOTERS—COMMERCIAL ITEMS

ACQUISITION OF COMMERCIAL ITEMS: The services to be procured from this Request for Quote (RFQ) will be acquired from the commercial marketplace using the procedures set forth in Federal Acquisition Regulations (FAR) Part 12 – Acquisition of Commercial Products and Commercial Services. FAR Parts 13, 14, and 15 will not be used. The procedures in FAR Part 12 allow the Government to procure commercial goods and services using streamlined procurement procedures that resemble commercial practices. Note: The terms "offeror" and "quoter" are both used in this RFQ. For the purposes of this RFQ, these terms are interchangeable; there is no difference in meaning between the two.

The Government, in its sole discretion, may award a contract from the quotes received in response to this Solicitation, issue a new Solicitation, or cancel this Solicitation without reissue.

CONTRACTOR RESPONSIBILITY: Only responsible prospective contractors are eligible to have their quotes considered for award. Pursuant to FAR 9.104-1: To demonstrate responsibility, a prospective contractor must—

(a) Have adequate financial resources to perform the contract, or the ability to obtain them (see 9.104-3(a));

(b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

(c) Have a satisfactory performance record (see 9.104-3(b) and part 42). Do not determine a prospective contractor responsible or nonresponsible based solely on a lack of relevant performance history;

(d) Have a satisfactory record of integrity and business ethics (see part 42);

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors) (see 9.104-3(a));

(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see 9.104-3(a)); and

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition at 9.108).

See Subpart 9.1 - Responsible Prospective Contractors for additional information regarding contractor responsibility.

Note: In practical terms, a responsible prospective contractor must be active in the System for Award Management without exclusions, as reported on SAM.gov | Entity Information; and certified as an SDVOSB or VOSB (if the requirement has been set aside), as reported by the Small Business Administration at Small Business Search.

SMALL BUSINESS SET-ASIDE (if any): This requirement has not been set aside for any small business types; all businesses regardless of size are eligible to have their quotations considered in response to this RFQ. The NAICS code for this requirement is 811310, and the small business threshold set by the SBA for this NAICS code is $12.5 million. Reference Box 10 of Standard Form 1449, above.

Small Business Set-aside Eligibility Requirements:

- Small Business Size Standards: Per FAR 19.201-1(a)(1), “To be eligible for award as a small business concern, an offeror is required to represent in good faith— (i)(A) That it meets the small business size standard corresponding to the North American Industry Classification System (NAICS) code identified in the solicitation . . . .”
- Socioeconomic Program Eligibility: Per FAR 19.201-1(a)(2): “To be eligible for award as a small business concern under a socioeconomic program listed in this part, the small business concern has to be certified by SBA for that program (see 19.101(a)(2)(i) (“SBA certifies offerors as **veteran-owned small business [VOSB]**, **service-disabled veteran-owned small business [SDVOSB]**, HUBZone small business, and women-owned small business concerns under the

WOSB Program. SBA certifications can be found in the Small Business Search (SBS) website," available at Small Business Search.)). (Emphasis added.)

- Small Business Concern Eligibility: Per FAR 19.101(a)(2)(i), "To be eligible as a small business concern . . . an offeror is required to represent in good faith that it meets the definition," of that term. Per FAR 2.101, a "small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13 CFR part 121," available at Code of Federal Regulations: 13 CFR Part 121.)).

SOLICITATION TIMELINE:

- Site Visit: A site visit is scheduled for Wednesday, July 8, 2026, at 9:00 am Local Time at the William S. Middleton Memorial Veterans Hospital, 2500 Overlook Terrace Madison, WI 53705. Contractors are required to meet the COR or escort at the Main Desk in the Lobby by 9:00 am CST. The COR will provide a sign-in sheet to collect interested party information at the site visit.

- Solicitation Questions Deadline: Solicitation questions are due by 1:00 p.m. Local Time on Monday, July 13, 2026. Answers will be posted by Solicitation Amendment on Contract Opportunities.

- Solicitation Closes/Quotes Due: Quotes are due by 5:00 p.m. Local Time on Thursday, July 23, 2026. Reference Box 10 of Standard Form 1449, above, or most recent Solicitation Amendment, as applicable.

Note: A quote will be considered timely submitted if the date/time-stamp on the submission e-mail is on or prior to the quote deadline. **The contractor is solely responsible for the timely submission of its quote.** Late quotes will be addressed in accordance with FAR 52.212-1(c).

SITE VISIT: PLEASE NOTE THAT WHILE ON-CAMPUS ALL PERSONS SHALL COMPLY WITH ALL FACILITY DIRECTIVES. It is strongly suggested that the potential quoter inspect the campus to be serviced to fully understand the nature of the work and the conditions under which the work is to be performed. **In no case shall failure to attend a site visit or otherwise inspect the campus constitute grounds for a claim after contract award.**

RFQ QUESTIONS: In order to maintain the integrity of this solicitation and subsequent award, all potential quoters shall submit questions regarding this solicitation via e-mail to Contract Specialist Michele Coleman at Michele.Coleman@va.gov. Answers will be issued via a consolidated response by solicitation amendment posted on Contract Opportunities, available at https://sam.gov/.

SUBMISSION OF QUOTE: Quoters shall submit their quote by e-mail to Contract Specialist Michele Coleman at Michele.Coleman@va.gov. Please limit graphics or excessively large files during quote submission. The VA has a maximum allowable incoming e-mail size limitation, including attachments, of

seven (7) megabytes. Quoters submitting responses via e-mail that exceed 7 megabytes shall split their response into multiple e-mail messages so as to not exceed the maximum allowable e-mail size limitation.

CONTENTS OF QUOTE: The Government, in its sole discretion, will award a contract to the responsible contractor whose quotation, conforming to the solicitation, is most advantageous to the Government, considering all of the following factors (Note: The order of the factors listed does not imply the relative importance of each factor.): (1) Technical Capability or Product Quality (as applicable); (2) Relevant Experience; (3) Past Performance; (4) Price; and (5) SDVOSB/VOSB Evaluation Factors (only applicable if the Contract is not set aside for veteran-owned small businesses).

Quotes shall include the following information to be evaluated for contract award. **Any quotes found to be incomplete will not receive any further consideration.**

Factor 1 - Technical Capability or Product Quality (as applicable): The quotation should specifically detail how the Contractor will provide the services required in the Performance Work Statement, specifically including:

a. A detailed explanation of the Contractor's understanding of the required tasks, including:
• site assessment procedures
• tank placement and mounting methods
• pressure setting, testing, and calibration
• removal and proper disposal of the existing pressure tank
• installation of the new tank
• integration with existing plumbing and electrical components
• verification that the full system is operational and pressure tested

b. Personnel Qualifications
Information demonstrating the qualifications of key personnel who will perform the work, including:
• licensed plumbers or certified well technicians
• experience with similar well pressure tank installations
• knowledge of applicable local plumbing and well codes
• manufacturer-specific installation training, if applicable

c. Materials, Equipment, and Installation Standards
A description of the materials, components, and installation methods to be used, including:
• proposed tank sizing that meets project specifications
• appropriate fittings, valves, gauges, and connectors
• adherence to all local code requirements and manufacturer instructions
• proper tools and equipment, including lifting or pipe-handling tools as needed

d. Safety Planning & Quality Control
A clear description of the Contractor's safety and quality-assurance approach, including:
• safe isolation and draining of the system
• confined-space precautions, if applicable
• depressurization procedures

• planned sequencing and timeline to minimize system downtime
• procedures to prevent contamination of the water system

e. Warranty & Post-Installation Support
A description of the Contractor's warranty and support commitments, including:
• workmanship warranty terms
• manufacturer warranty documentation
• post-installation inspection or adjustment period
• availability of emergency callback support

Factors 2 & 3 - Relevant Experience and Past Performance: Submit information, if any, of contracts providing services similar to the requirements of this Contract, particularly if that experience is at a VA facility. Information should include the contract number, scope/size of the contract, dates of service, and a point-of-contact at the facility with a telephone number or e-mail address. For evaluation purposes, a lack of relevant experience and past performance information will not disqualify a company, but relevant experience and positive past performance information may improve a quote's evaluation rating.

Factor 4 - Price: Complete the highlighted blanks in SECTION B.2 PRICE SCHEDULE.

Offerors shall propose firm-fixed-price amounts for each task. Provide estimated labor hours by category and fully burdened, not-to-exceed hourly rates for each labor category (e.g., plumber, electrician, project manager, technician).

Factor 5 - SDVOSB/VOSB Evaluation Factors (if applicable): Per VAAR 815.304-71, SDVOSB/VOSB evaluations factors will be used when a Contract is not set aside for SDVOSBs or VOSBs. Information should be submitted in accordance with VAAR 852.215-70 Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, available at PART 852—SOLICITATION PROVISIONS AND CONTRACT CLAUSES, for consideration under this factor.

(End of Provision Addendum)

E.2 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
52.203-18	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
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019

E.3 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION OCT 2025)

(a) *Basis for Award*. The Government will award a contract to the responsible quoter whose quotation, conforming to the solicitation, is most advantageous to the Government, all factors considered. A conforming quotation shall include all requested information set forth in the Addendum to FAR 52.212-1: Instructions to Quoters – Commercial Items, above.

(b) *Evaluation Factors*. The Government, in its sole discretion, will award a contract to the responsible contractor whose quotation, conforming to the solicitation, is most advantageous to the Government, considering all of the following factors (Note: The order of the factors listed does not imply the relative importance of each factor.):

- Technical Capability or Product Quality (as applicable)
- Relevant Experience
- Past Performance
- Price
- SDVOSB/VOSB Evaluation Factors (only applicable if the Contract is not set aside for veteran-owned small businesses)

(c) *Quote Evaluation*. Quotes will be evaluated using the comparative evaluation process permitted under FAR 12.203(c)(2), where quotes will be compared to one another to determine which quote provides the best value to the Government based on the contents required in each quote: technical capability or product quality; relevant experience, past performance, price, and SDVOSB/VOSB evaluation factors (if applicable). Quotes may exceed the minimum requirements of the RFQ. The Government reserves the right to select a quote for award that is other than the lowest priced quote submitted if that quote exceeds the minimum requirements or otherwise provides additional benefit(s) to the Government. The comparative evaluation process works as follows:

(1) Check that Quotes are Complete: All quotes received by the deadline will be reviewed to ensure that each quote contains all required information: price, technical capability; and past performance. **Any quotes found to be incomplete will not receive any further consideration.**

Note: A quote will be considered timely submitted if the date/time-stamp on the submission e-mail is on or prior to the quote deadline. **The contractor is solely responsible for the timely submission of its quote.** Late quotes will be addressed in accordance with FAR 52.212-1(c).

(2) Verification of Business Responsibility: Each contractor submitting a complete quote will be verified that it is: active in the System for Award Management without exclusions, as reported on SAM.gov | Entity Information; and certified as an SDVOSB or VOSB (if the requirement has been set aside for SDVOSBs or VOSBs), as reported by the Small Business Administration at Small Business Search.

Note: Set-asides for small business concerns require that the quoter represent in good faith that it meets the definition of a small business concern. Per FAR 2.101, a "small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria and size standards in 13 CFR part 121," available at Code of Federal Regulations: 13 CFR Part 121.

Any contractor that fails these verification requirements will not have its quote considered.

(3) Facility Evaluation: Complete quotes submitted by verified businesses will next have the prices removed before sending the remainder of the quote to the facility for evaluation of technical capability or product quality, relevant experience, and past performance. The reason for removing the prices is to have the facility focus solely on technical capability, relevant experience, and past performance without regard to price in order to determine which contractor(s) is/are best able to provide the required services. Quotes are typically evaluated by the COR/POC, as well as other technical experts at the facility:

- Technical Capability or Product Quality: The quotation will be evaluated to the extent to which it can meet and/or exceed the Government's requirements as outlined in the solicitation and based on the information requested in the instructions to quoters section of the solicitation.
- Relevant Experience: The relevant experience performance evaluation will assess the relative risks associated with a quoter's likelihood of success in fulfilling the solicitation's requirements as indicated by the quoter's experience performing this same service.
- Past Performance: The past performance evaluation will assess the relative risks associated with a quoter's likelihood of success in fulfilling the solicitation's requirements as indicated by the quoter's record of past performance.

The evaluators will determine the strengths and weaknesses of each quote and assign each quote an overall score:

- Superior: This quoter can meet all contract requirements and includes benefits advantageous to the government. We see no risk with this quoter.

- Good: This quoter can meet all contract requirements. We see little performance risk with this quoter.
- Borderline: This quoter may not be able to meet all contract requirements. We see performance risk with this quoter.
- Unacceptable: This quoter cannot meet all contract requirements. We see high performance risk with this quoter.

Quotes rated Superior and Good are acceptable and will receive further consideration. Quotes rated Borderline and Unacceptable are not acceptable and will not receive any further consideration. The distinction between Borderline and Unacceptable is to provide constructive feedback to the contractor submitting the quote.

(4) Price Determination, Including Options (if applicable): Once the facility's evaluation is complete, the prices will be reinserted into each acceptable quote, including options under FAR 52.217-9 (Option to Extend the Term of the Contract) as follows: the Government will evaluate offers for award purposes by adding the total price for all options (including optional Line Items, if applicable) to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

If the proposed Contract contains FAR 52.217-8 (Option to Extend Services), prices will be evaluated as follows: The evaluation will consider the possibility that FAR 52.217-8 (if included) can be exercised at any time and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time the option is exercised. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes relative to each other, and will not affect the ranking of quotes based on price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise. Evaluation of options does not obligate the Government to exercise the option(s)

(5) Price Evaluation: Once the overall quote price has been determined (including options as set forth above), the top-rated quotes will be reviewed against the overall price for each quote to determine which quote provides the overall best value to the Government. A quote rated Superior does not automatically provide best value to the Government if the price is too high; there is often a trade-off between technical capability and price. Conversely, the lowest priced quote will not necessarily provide the best value to the Government if another quote provides better technical capability at a reasonably higher price.

(6) SDVOSB/VOSB Evaluation Factors (if applicable): Per VAAR 815.304-71, SDVOSB/VOSB evaluations factors will be used when a Contract is not set aside for SDVOSBs or VOSBs. Evaluation will be made in accordance with VAAR 852.215-70 Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, available at PART 852—SOLICITATION PROVISIONS AND CONTRACT CLAUSES.

(7) Quote Selected for Award: The quote that provides the best overall value to the Government, even if that quote is not the lowest-priced quote, will be selected for award. If no quotes are found to meet the Government's requirements, in the sole judgment of the Government, no award will be made from the quotes received. **If no award is made, the Government, in its sole discretion, may issue a new RFQ or cancel the RFQ without reissue.**

(d) *Contract Award, Notice to Proceed, and Post-Award Conference*. The contractor submitting the quote selected for award will receive an e-mailed copy of the Contract from the contracting office for review and signature. The person signing the Contract must be authorized to legally obligate the contractor. The signature may be handwritten in ink or electronic. Once signed, the contractor must return at least the first page of the Contract via e-mail to the contracting office for countersignature and award. A fully signed copy of the Contract will be returned to the contractor once awarded, which will serve as the Notice to Proceed for that Contract. A post-award conference will be scheduled, if necessary, to facilitate contractor performance under the Contract. For less complex requirements, a post-award letter may be sent in lieu of a conference unless the contractor requests a post-award conference.

Note: A Contract is not binding until the contractor signs the Contract and the Government countersigns. In the event that the contractor chooses not to sign the Contract, it must notify the contracting office as soon as possible.

(End of Provision)

E.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811310.

(2) The small business size standard is $12.5 Million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations*.

(1) The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

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

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *SDVOSB joint venture eligible under the SDVOSB Program.* [*Complete only if the offeror is certified as a SDVOSB concern.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(6) *HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice*.

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

E.5 52.225-4 BUY AMERICAN—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT CERTIFICATE (DEVIATION) (NOV 2025) ALTERNATE III (JAN 2025)

(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) or (c)(1) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(2) of this provision contains a critical component.

(2) The terms ‘‘Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product,’’ ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ ‘‘foreign end product,’’ ‘‘Free Trade Agreement country,’’ ‘‘Free Trade Agreement country end product,’’ ‘‘Israeli end product,’’ and ‘‘United States’’ are defined in the clause of this solicitation entitled ‘‘Buy American-Free Trade Agreements-Israeli Trade Act.’’

(b) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act".

Korean End Products or Israeli End Products:

Line Item No.	Country of origin

(c)(1) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled ‘‘Buy American-Free Trade Agreements-Israeli Trade Act.’’

Other Foreign End Products:

Line Item No.	Country of origin

(2) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. _____

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of Provision)

E.6 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)