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

1. REQUISITION NO.

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C26226Q0469	06-05-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Jasmon Cornick	480-466-7924	07-17-2026 3PM MDT

9. ISSUED BY CODE 36C262

NCO 22
Department of Veterans Affairs
NCO 22 - Gilbert Network Contracting
335 East Germann Road
Gilbert AZ 85297

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [X] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 561612

SIZE STANDARD: $29 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

Department of Veteran Affairs
Jennifer Moreno VA Medical Center
San Diego VA Healthcare System
3350 La Jolla Village Dr
San Diego CA 92161

16. ADMINISTERED BY CODE 36C262

NCO 22
Department of Veterans Affairs
NCO 22 - Gilbert Network Contracting
335 East Germann Road
Gilbert AZ 85297

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

This is accomplished through the
Tungsten Network located at:
http://www.fsc.va.gov/einvoice.asp
This is mandatory and the sole method
for submitting invoices.

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
	All questions are due NLT June 25, 2026, at 1:00PM MST. All offers are due NLT July 15, 2026, at 3:00 PM MST. Offerors shall be submitted via email to: Jasmon Cornick Contract Specialist at jasmon.cornick@va.gov. Contractor shall sign clause 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING-CERTIFICATE OF COMPLIANCE FOR FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION) pg. 56.				

(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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 31c. DATE SIGNED

Table of Contents

SECTION A 1

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 1

SECTION B - CONTINUATION OF SF 1449 BLOCKS 4

B.1 CONTRACT ADMINISTRATION DATA 4
B.2 PRICE/COST SCHEDULE 5
ITEM INFORMATION 5
B.3 DELIVERY SCHEDULE 29

SECTION C - CONTRACT CLAUSES 31

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) 31
C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 36
C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 37
C.4 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026) 37
C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 38
C.6 SUPPLEMENTAL INSURANCE REQUIREMENTS 38
C.7 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION) 39
C.8 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026) 48
C.9 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION) 51
C.10 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION) 54
C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018) 56
C.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION FEB 2025) 58

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS 66

D.1 STATEMENT OF WORK (SOW) 66
D.2 WAGE DETERMINATION 72
D.3 VENDOR DOCUMENTS 72

SECTION E - SOLICITATION PROVISIONS 72

E.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 72
E.2 52.212-2 EVALUATION—SIMPLIFIED ACQUISITION PROCEDURES 75

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) 75
E.4 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION) 77
E.5 52.233-2 SERVICE OF PROTEST (SEP 2006) 77
E.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 77
E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION FEB 2025) 78

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C262

NCO 22

Department of Veterans Affairs

NCO 22 - Gilbert Network Contracting

335 East Germann Road

Gilbert AZ 85297

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

[X] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Biweekly

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

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		2,210.00	EA	_____	_____
	CLIN 0001 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				
0002		2,210.00	EA	_____	_____
	CLIN 0002 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				
0003		2,210.00	EA	_____	_____
	CLIN 0003 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				

0004	2,210.00	EA	_____	_____
CLIN 0004 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				
0005	2,210.00	EA	_____	_____
CLIN 0005 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				
0006	2,210.00	EA	_____	_____
CLIN 0006 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				
0007	2,210.00	EA	_____	_____
CLIN 0007 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				
0008	2,210.00	EA	_____	_____

CLIN 0008 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2027
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

0009	2,210.00	EA	_____	_____

CLIN 0009 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2027
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

0010	2,210.00	EA	_____	_____

CLIN 0010 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2027
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

0011	2,210.00	EA	_____	_____

CLIN 0011 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2027
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

0012	2,080.00	EA	_____	_____

CLIN 0012 - Full Time Security Guard Supervisor (Guard II) \F\ 40 hrs/wk\F\ 2080 Hours

Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2027
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

0013	8,760.00	EA	_____	_____

CLIN 0013 - VA ASPIRE CENTER \F\ 24HRS/DAY\F\ 8760 Hours
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2027
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

0014	2,665.00	EA	_____	_____

CLIN 0014 - VA ASPIRE CENTER \F\ 7:45AM-6:00PM Mon-Fri\F\ 51.25hrs/wk 2665 Hours
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2027
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

0015	2,990.00	EA	_____	_____

CLIN 0015 - VA Compensation & Pension Clinic \F\ 6:00AM-5:30PM Mon-Fri\F\ 57.5hrs/wk 2990 Hours
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2027
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

0016	2,600.00	EA	_____	_____

CLIN 0016 - VA Escondido Clinic \F\ 7:30AM-6:00PM Mon-Thurs, \F\ 07:30am-4:00pm Fri\F\ 50hrs/wk\F\ 2600 Hours
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2027

PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

0017	2,730.00	EA	_____	_____

CLIN 0017 - VA Mission Valley Counseling Center \F\ 7:00AM-5:30PM Mon-Fri\F\ 52.5hrs/wk 2730 Hours
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2027
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

0018	3,120.00	EA	_____	_____

CLIN 0018 - VA Misson Valley Rio Clinic \F\ 6:00AM-6:00PM Mon-Fri\F\ 60hrs/wk 3120 Hours
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2027
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

0019	2,600.00	EA	_____	_____

CLIN 0019 - VA Sorrento Valley Clinic \F\ 7:00AM-5:00PM Mon-Fri\F\ 50hrs/wk 2600 Hours
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2027
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1001	2,210.00	EA	_____	_____

CLIN 1001 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services

PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1002	2,210.00	EA	_____	_____

CLIN 1002 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1003	2,210.00	EA	_____	_____

CLIN 1003 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1004	2,210.00	EA	_____	_____

CLIN 1004 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1005	2,210.00	EA	_____	_____

CLIN 1005 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol

Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1006	2,210.00	EA	_____	_____

CLIN 1006 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1007	2,210.00	EA	_____	_____

CLIN 1007 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1008	2,210.00	EA	_____	_____

CLIN 1008 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1009	2,210.00	EA	_____	_____

CLIN 1009 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028

PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1010	2,210.00	EA	_____	_____

CLIN 1010 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1011	2,210.00	EA	_____	_____

CLIN 1011 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1012	2,080.00	EA	_____	_____

CLIN 1012 - Full Time Security Guard Supervisor (Guard II) \F\ 40 hrs/wk\F\ 2080 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1013	8,760.00	EA	_____	_____

CLIN 1013 - VA ASPIRE CENTER \F\ 24HRS/DAY\F\ 8760 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028

PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1014	2,665.00	EA	_____	_____

CLIN 1014 - VA ASPIRE CENTER \F\ 7:45AM-6:00PM Mon-Fri\F\ 51.25hrs/wk 2665 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1015	2,990.00	EA	_____	_____

CLIN 1015 - VA Compensation & Pension Clinic \F\ 6:00AM-5:30PM Mon-Fri\F\ 57.5hrs/wk 2990 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1016	2,600.00	EA	_____	_____

CLIN 1016 - VA Escondido Clinic \F\ 7:30AM-6:00PM Mon-Thurs, \F\ 07:30am-4:00pm Fri\F\ 50hrs/wk\F\ 2600 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1017	2,730.00	EA	_____	_____

CLIN 1017 - VA Mission Valley Counseling Center \F\ 7:00AM-5:30PM Mon-Fri\F\ 52.5hrs/wk 2730 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol

Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1018	3,120.00	EA	_____	_____

CLIN 1018 - VA Misson Valley Rio Clinic \F\ 6:00AM-6:00PM Mon-Fri\F\ 60hrs/wk 3120 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

1019	2,600.00	EA	_____	_____

CLIN 1019 - VA Sorrento Valley Clinic \F\ 7:00AM-5:00PM Mon-Fri\F\ 50hrs/wk 2600 Hours
Contract Period: Option 1
POP Begin: 09-01-2027
POP End: 08-31-2028
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2001	2,210.00	EA	_____	_____

CLIN 2001 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2002	2,210.00	EA	_____	_____

CLIN 2002 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol

Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2003	2,210.00	EA	_____	_____

CLIN 2003 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2004	2,210.00	EA	_____	_____

CLIN 2004 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2005	2,210.00	EA	_____	_____

CLIN 2005 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2006	2,210.00	EA	_____	_____

CLIN 2006 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services

PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2007	2,210.00	EA	_____	_____

CLIN 2007 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2008	2,210.00	EA	_____	_____

CLIN 2008 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2009	2,210.00	EA	_____	_____

CLIN 2009 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2010	2,210.00	EA	_____	_____

CLIN 2010 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol

Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2011	2,210.00	EA	_____	_____

CLIN 2011 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2012	2,080.00	EA	_____	_____

CLIN 2012 - Full Time Security Guard Supervisor (Guard II) \F\ 40 hrs/wk\F\ 2080 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2013	8,760.00	EA	_____	_____

CLIN 2013 - VA ASPIRE CENTER \F\ 24HRS/DAY\F\ 8760 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2014	2,665.00	EA	_____	_____

CLIN 2014 - VA ASPIRE CENTER \F\ 7:45AM-6:00PM Mon-Fri\F\ 51.25hrs/wk 2665 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol

Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2015	2,990.00	EA	_____	_____

CLIN 2015 - VA Compensation & Pension Clinic \F\ 6:00AM-5:30PM Mon-Fri\F\ 57.5hrs/wk 2990 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2016	2,600.00	EA	_____	_____

CLIN 2016 - VA Escondido Clinic \F\ 7:30AM-6:00PM Mon-Thurs, \F\ 07:30am-4:00pm Fri\F\ 50hrs/wk\F\ 2600 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2017	2,730.00	EA	_____	_____

CLIN 2017 - VA Mission Valley Counseling Center \F\ 7:00AM-5:30PM Mon-Fri\F\ 52.5hrs/wk 2730 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2018	3,120.00	EA	_____	_____

CLIN 2018 - VA Misson Valley Rio Clinic \F\ 6:00AM-6:00PM Mon-Fri\F\ 60hrs/wk 3120 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029

PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

2019	2,600.00	EA	_____	_____

CLIN 2019 - VA Sorrento Valley Clinic \F\ 7:00AM-5:00PM Mon-Fri\F\ 50hrs/wk 2600 Hours
Contract Period: Option 2
POP Begin: 09-01-2028
POP End: 08-31-2029
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3001	2,210.00	EA	_____	_____

CLIN 3001 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3002	2,210.00	EA	_____	_____

CLIN 3002 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3003	2,210.00	EA	_____	_____

CLIN 3003 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 3
POP Begin: 09-01-2029

POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3004	2,210.00	EA	_____	_____

CLIN 3004 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3005	2,210.00	EA	_____	_____

CLIN 3005 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3006	2,210.00	EA	_____	_____

CLIN 3006 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3007	2,210.00	EA	_____	_____

CLIN 3007 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 3

POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3008	2,210.00	EA	_____	_____

CLIN 3008 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3009	2,210.00	EA	_____	_____

CLIN 3009 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3010	2,210.00	EA	_____	_____

CLIN 3010 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3011	2,210.00	EA	_____	_____

CLIN 3011 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours

Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3012	2,080.00	EA	_____	_____

CLIN 3012 - Full Time Security Guard Supervisor (Guard II) \F\ 40 hrs/wk\F\ 2080 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3013	8,760.00	EA	_____	_____

CLIN 3013 - VA ASPIRE CENTER \F\ 24HRS/DAY\F\ 8760 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3014	2,665.00	EA	_____	_____

CLIN 3014 - VA ASPIRE CENTER \F\ 7:45AM-6:00PM Mon-Fri\F\ 51.25hrs/wk 2665 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3015	2,990.00	EA	_____	_____

CLIN 3015 - VA Compensation & Pension Clinic \F\ 6:00AM-5:30PM Mon-Fri\F\ 57.5hrs/wk 2990 Hours

Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3016	2,600.00	EA	_____	_____

CLIN 3016 - VA Escondido Clinic \F\ 7:30AM-6:00PM Mon-Thurs, \F\ 07:30am-4:00pm Fri\F\ 50hrs/wk\F\ 2600 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3017	2,730.00	EA	_____	_____

CLIN 3017 - VA Mission Valley Counseling Center \F\ 7:00AM-5:30PM Mon-Fri\F\ 52.5hrs/wk 2730 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3018	3,120.00	EA	_____	_____

CLIN 3018 - VA Misson Valley Rio Clinic \F\ 6:00AM-6:00PM Mon-Fri\F\ 60hrs/wk 3120 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

3019	2,600.00	EA	_____	_____

CLIN 3019 - VA Sorrento Valley Clinic \F\ 7:00AM-5:00PM Mon-Fri\F\ 50hrs/wk 2600 Hours
Contract Period: Option 3
POP Begin: 09-01-2029
POP End: 08-31-2030
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

4001	2,210.00	EA	_____	_____

CLIN 4001 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 4
POP Begin: 09-01-2030
POP End: 08-31-2031
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

4002	2,210.00	EA	_____	_____

CLIN 4002 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 4
POP Begin: 09-01-2030
POP End: 08-31-2031
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

4003	2,210.00	EA	_____	_____

CLIN 4003 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours
Contract Period: Option 4
POP Begin: 09-01-2030
POP End: 08-31-2031
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

4004	2,210.00	EA	_____	_____
CLIN 4004 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				
4005	2,210.00	EA	_____	_____
CLIN 4005 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				
4006	2,210.00	EA	_____	_____
CLIN 4006 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				
4007	2,210.00	EA	_____	_____
CLIN 4007 - Security Guard - La Jolla \F\ 5:30am-2:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				

4008	2,210.00	EA	_____	_____
CLIN 4008 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				
4009	2,210.00	EA	_____	_____
CLIN 4009 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				
4010	2,210.00	EA	_____	_____
CLIN 4010 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging LOCAL STOCK NUMBER: 561612				
4011	2,210.00	EA	_____	_____
CLIN 4011 - Security Guard - La Jolla \F\ 7:30am-4:00pm Mon-Fri \F\ 42.5 hrs/wk 2210 Hours Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging				

LOCAL STOCK NUMBER: 561612

4012	2,080.00	EA	_____	_____

CLIN 4012 - Full Time Security Guard Supervisor (Guard II) \F\ 40 hrs/wk\F\ 2080 Hours
Contract Period: Option 4
POP Begin: 09-01-2030
POP End: 08-31-2031
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

4013	8,760.00	EA	_____	_____

CLIN 4013 - VA ASPIRE CENTER \F\ 24HRS/DAY\F\ 8760 Hours
Contract Period: Option 4
POP Begin: 09-01-2030
POP End: 08-31-2031
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

4014	2,665.00	EA	_____	_____

CLIN 4014 - VA ASPIRE CENTER \F\ 7:45AM-6:00PM Mon-Fri\F\ 51.25hrs/wk 2665 Hours
Contract Period: Option 4
POP Begin: 09-01-2030
POP End: 08-31-2031
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

4015	2,990.00	EA	_____	_____

CLIN 4015 - VA Compensation & Pension Clinic \F\ 6:00AM-5:30PM Mon-Fri\F\ 57.5hrs/wk 2990 Hours
Contract Period: Option 4
POP Begin: 09-01-2030
POP End: 08-31-2031
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging

LOCAL STOCK NUMBER: 561612

4016	2,600.00	EA	_____	_____

CLIN 4016 - VA Escondido Clinic \F\ 7:30AM-6:00PM Mon-Thurs, \F\ 07:30am-4:00pm Fri\F\ 50hrs/wk\F\ 2600 Hours
Contract Period: Option 4
POP Begin: 09-01-2030
POP End: 08-31-2031
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

4017	2,730.00	EA	_____	_____

CLIN 4001 - VA Mission Valley Counseling Center \F\ 7:00AM-5:30PM Mon-Fri\F\ 52.5hrs/wk 2730 Hours
Contract Period: Option 4
POP Begin: 09-01-2030
POP End: 08-31-2031
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

4018	3,120.00	EA	_____	_____

CLIN 4018 - VA Misson Valley Rio Clinic \F\ 6:00AM-6:00PM Mon-Fri\F\ 60hrs/wk 3120 Hours
Contract Period: Option 4
POP Begin: 09-01-2030
POP End: 08-31-2031
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging
LOCAL STOCK NUMBER: 561612

4019	2,600.00	EA	_____	_____

CLIN 4019 - VA Sorrento Valley Clinic \F\ 7:00AM-5:00PM Mon-Fri\F\ 50hrs/wk 2600 Hours
Contract Period: Option 4
POP Begin: 09-01-2030
POP End: 08-31-2031
PRINCIPAL NAICS CODE: 561612 - Security Guards and Patrol Services
PRODUCT/SERVICE CODE: R430 - Support - Professional: Physical Security and Badging

LOCAL STOCK NUMBER: 561612

GRAND TOTAL _____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001-0019	SHIP TO:	Department of Veteran Affairs San Diego VA Healthcare System 3350 La Jolla Village Drive San Diego, CA 92161 USA	ALL	08/31/2027
	MARK FOR:	Dale Martin 858-642-1652 dale.martin@va.gov		
	FOB:	DESTINATION		
1001-1019	SHIP TO:	Department of Veteran Affairs San Diego VA Healthcare System 3350 La Jolla Village Drive San Diego, CA 92161 USA	ALL	08/31/2028
	MARK FOR:	Dale Martin 858-642-1652 dale.martin@va.gov		
	FOB:	DESTINATION		
2001-2019	SHIP TO:	Department of Veteran Affairs San Diego VA Healthcare System 3350 La Jolla Village Drive San Diego, CA 92161 USA	ALL	08/31/2029
	MARK FOR:	Dale Martin 858-642-1652 dale.martin@va.gov		
	FOB:	DESTINATION		
3001-3019	SHIP TO:	Department of Veteran Affairs San Diego VA Healthcare System	ALL	08/31/2030

		3350 La Jolla Village Drive San Diego, CA 92161 USA		
	MARK FOR:	Dale Martin 858-642-1652 dale.martin@va.gov		
	FOB:	DESTINATION		
4001-4019	SHIP TO:	Department of Veteran Affairs San Diego VA Healthcare System 3350 La Jolla Village Drive San Diego, CA 92161 USA	ALL	8/31/2031
	MARK FOR:	Dale Martin 858-642-1652 dale.martin@va.gov		
	FOB:	DESTINATION		

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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

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

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

C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to

prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

(End of Clause)

C.4 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.5 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)

C.6 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: $500,000.00 per occurrences.

(c) Automobile liability: $200,000.00 per person; $500,000.00 per occurrence and $20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.7 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.8 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
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)

C.9 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is

owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) *Supplies/products*.

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.10 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

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

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

(i) [X] *Services*. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count

towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) [] *General construction*. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) [] *Special trade construction contractors*. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

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

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

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

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

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

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

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

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

Certification

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

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

FAR Number	Title	Date
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.211-70	EQUIPMENT OPERATION AND MAINTENANCE MANUALS	NOV 2018
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

(End of Addendum to 52.212-4)

C.12 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION FEB 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[X] (1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

[X] (2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

[] (3) [Reserved]

[X] (4) 52.203–17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

[X] (5) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109–282) (31 U.S.C. 6101 note).

[] (6) [Reserved]

[X] (7) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

[] (8) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

[] (9) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

[] (10) 52.204–28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

[] (11)(i) 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

[] (ii) Alternate I (DEC 2023) of 52.204–30.

[X] (12) 52.209–6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

[X] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

[] (14) [Reserved]

[] (15) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

[] (16) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (17) [Reserved]

[] (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-6.

[] (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

[] (ii) Alternate I (MAR 2020) of 52.219-7.

[X] (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

[] (21)(i) 52.219–9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

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

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

[] (iv) Alternate III (JAN 2025) of 52.219–9.

[] (v) Alternate IV (JAN 2025) of 52.219–9.

[X] (22)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

[] (ii) [Reserved]

[] (23) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

[] (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

[X] (25) 52.219–27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

[X] (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

[] (ii) Alternate I (MAR 2020) of 52.219–28.

[] (27) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

[] (28) 52.219–30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

[] (29) [Reserved]

[] (30) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

[X] (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[] (32) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).

[] (33) [Reserved]

[] (34) [Reserved]

[X] (35)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

[] (ii) Alternate I (JUL 2014) of 52.222-35.

[X] (36)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

[] (ii) Alternate I (JUL 2014) of 52.222-36.

[X] (37) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

[X] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (39)(i) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

[X] (40) 52.222-54, Employment Eligibility Verification (JAN 2025). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

[] (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

[] (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq*.).

[] (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq*.).

[] (44) [Reserved]

[] (45) [Reserved]

[X] (46) 52.223-23, Sustainable Products and Services (MAY 2024) (DEVIATION FEB 2025) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

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

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

[] (48)(i) 52.225-1, Buy American—Supplies (OCT 2022) (41 U.S.C. chapter 83).

[] (ii) Alternate I (OCT 2022) of 52.225-1.

[] (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[] (ii) Alternate I [Reserved].

[] (iii) Alternate II (JAN 2025) of 52.225-3.

[] (iv) Alternate III (FEB 2024) of 52.225-3.

[] (v) Alternate IV (OCT 2022) of 52.225-3.

[] (50) 52.225–5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note

[] (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

[] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[X] (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513)

[X] (56) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

[] (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[X] (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

[] (60) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (63) 52.240–1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities (NOV 2024) (Sections 1821–1826, Pub. L. 118–31, 41 U.S.C. 3901 note prec.).

[] (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[] (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

[] (ii) Alternate I (APR 2003) of 52.247-64.

[] (iii) Alternate II (NOV 2021) of 52.247-64.

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

[X] (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class	Monetary Wage-Fringe Benefits

[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[X] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

[X] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

[] (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially

terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203–17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

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

(iv) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115–91).

(v) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(vi) 52.204–27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117–328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219–8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) [Reserved]

(x) [Reserved]

(xi) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

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

(xvi)(A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

(xxiv) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232–40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232–40.

(xxvi) 52.240–1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities (NOV 2024) (Sections 1821–1826, Pub. L. 118–31, 41 U.S.C.3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 STATEMENT OF WORK (SOW)

Supplemental Security Services for VA San Diego Healthcare System (VASDHS)

1.0 **Introduction**
The VA San Diego Healthcare System (VASDHS) requires contracted security guard services to support and supplement the VA Police Service at the Jennifer Moreno VA Medical Center in La Jolla, as well as various Community Based Outpatient Clinic (CBOC) locations throughout San Diego County. Services are required from September 1, 2026, through August 31, 2027, with four option years.

2.0 **Background**
Supplemental on-site security is needed to ensure adequate coverage at off-site CBOCs during their operating hours and to assist VA Police at the main Medical Center with law enforcement–related functions and enforcement actions.

3.0 **Scope**
The contractor shall provide all labor, equipment, transportation, and supplies necessary to deliver on-site security services at the Jennifer Moreno VA Medical Center and designated CBOC locations. Items specified as Government-furnished are excluded.

Security guard services shall not be subcontracted. All guards must be direct employees of the awarded prime contractor to ensure consistent communication, effective oversight, and continuity of personnel management.

Coverage must be continuous throughout each location's established hours. Security posts may not be left unattended for any reason, including breaks, unless the guard is properly relieved.

Parking availability may vary and may not be provided on-site. Off-site parking locations and transportation guidance will be provided by the Contracting Officer (CO) or Contracting Officer's Representative (COR).

The incoming contractor shall offer employment to qualified personnel of the predecessor contractor, consistent with Right of First Refusal requirements, to maintain continuity and retention of institutional knowledge.

3.1 **Work Hours**
Security guards shall work the hours specified in the schedule (excluding federal holidays).

3.2 **Holidays**
The contractor shall not provide services on the eleven federal holidays or other days declared national holidays by the President. Observed holidays follow standard federal rules when falling on weekends.

Date	Holiday
Thursday, January 01	New Year's Day
Monday, January 19	Birthday of Martin Luther King, Jr.
Monday, February 16	Washington's Birthday
Monday, May 25	Memorial Day
Friday, June 19	Juneteenth National Independence Day
Friday, July 03	Independence Day
Monday, September 07	Labor Day
Monday, October 12	Columbus Day
Wednesday, November 11	Veterans Day
Thursday, November 26	Thanksgiving Day
Friday, December 25	Christmas Day

4.0 **Applicable Directives**
Changes to this SOW may only be made through written authorization from the CO or Contract Specialist (CS).
This procurement is limited to SDVOSB prime contractors; subcontracting of guard services is not permitted.

5.0 **Performance Requirements**

5.1 **Initial Start-Up Requirements**
5.1.1 A contractor field supervisor shall conduct a site visit with assigned personnel prior to contract performance for orientation and familiarization.
5.1.2 **Authority & Jurisdiction**

- 5.1.2.1 Guards shall carry required appointment documents unless local/state laws require alternate record maintenance.
- 5.1.2.2 The contractor shall provide any required employee bonds.
- 5.1.2.3 The contractor assumes full liability for actions taken by employees under delegated authority.

5.1.3 The contractor shall provide adequate supervision to ensure duties are performed correctly.
5.1.4 Supervisors shall ensure guards:

- Are in proper uniform and present a professional appearance
- Do not use unauthorized personal equipment
- Maintain required training and permits
- Have necessary weather-appropriate gear
- Possess required supplemental equipment (e.g., notebook, flashlight, batteries, reflective apparel)
- Maintain regular communication with the COR

5.2 **Training Requirements**

5.2.1 **Contractor-Provided Minimum Training** (within first week of duty):
Topics include police authority, patrol methods, interagency roles, entry/exit control, and report writing (including electronic format).

5.2.2 **Government-Furnished Training**
Topics include orientation, handling disturbances, package examinations, and procedures for bomb threats and disasters.

5.3 **Functions and Responsibilities**
Security Officers / Guards shall perform, at minimum, the following duties:

5.3.1 Patrols: Provide physical security of the Jennifer Moreno VA Medical Center and/or off-site clinic(s) [CBOC] by conducting patrols, while maintaining general awareness and being alert for dangerous conditions which may arise as a result of violations of VA rules & Regulations, Title 38 CFR 1.218.
5.3.2 Entry Control Pos(s): Standing static posts in an effort to enforce a system of personnel identification or determine parking eligibility based on a pre-determined & established criteria.
5.3.3 Traffic Control: Direct both vehicular & pedestrian traffic within a major roadway intersection or parking area to facilitate a smooth flow and/or ease congestion.
5.3.4 Panic & Duress Alarm Response: Respond to and determine cause(s) of a panic or duress button activation and render assistance, as needed, to mediate or resolve the situation if not an accidental activation.
5.3.5 Panic & Duress Alarm Testing: Facilitate the actual testing of existing panic buttons and motion intrusion alarm sensors on a monthly, quarterly, or as needed basis, as determined by Contracting Officer Representative (COR).
5.3.6 Incident Response: Render courteous assistance to facility or clinic staff in an effort to safeguard and ensure safety and security during disruptive situations.
5.3.7 Rules & Regulations Compliance: Observe campus & building occupants ensuring compliance with posted rules & regulations.
5.3.8 Law & Order: Maintain law & order within specific area(s) of assignment on VA property.
5.3.9 Unauthorized Access: Discover, identify & report unauthorized personnel attempting to gain access to Federally owned, leased or service contracted property; with notification of a local police department of jurisdiction necessary at some off-site CBOC locations.
5.3.10 Reports & Records: Prepare required reports and/or logs, which may include electronic daily activity logs, journals and visitor registries, for submission to COR or for filing in compliance with

police program inspection guidelines.
5.3.11 Hazardous conditions: Report potentially hazardous conditions to appropriate personnel (i.e. items in need of visible repair, including inoperative lights, visibly observed leaks or stoppages, broken or slippery floor surfaces), to include appropriate or designated facility or clinic manager
5.3.12 Additional Duties: Turn off unnecessary lights, close windows, open and secure doors checking for any security related deficiencies.
5.3.13 Civil Disturbances: Perform functions as necessary in the event of situations or occurrences such as civil disturbances or other criminal acts adversely affecting property and the generally public lawfully in the building or on the grounds under control of the Government.
5.3.14 Emergencies: Respond to emergency situations and provide appropriate assistance; notify immediately, or as soon as practicable, the COR or actions taken.
5.3.15 Meetings: Field supervisor, or designee, shall attend facility or clinic meetings when requested by COR.
5.3.16 Emergency Management: Participate in a variety of emergency management drills conducted.
5.3.17 Customer Service: Security Officers / Guards are required to provide and/or render courteous assistance to employees, staff, patients and visitors and to safeguard their welfare during emergencies. The officers are responsible to exercise leadership, control and direction during fires, storms, earthquakes or other mishaps which may threaten lives.
5.3.18 Disruptive Behavior Flag Escort: Security Officers / Guards may be asked to escort or remain present with Veterans or patients who have a national patient record flag indicating prior disruptive behavior and will supplement VA Police to assist staff for immediate notification of additional police support at the first sign(s) of behavioral escalation. Security Officers / Guards may be asked to remain nearby during treatment of a behaviorally flagged individual but will not interfere with treatment or physically engage with a combative or assaultive individual.
5.3.19 Law Enforcement Assistance: Security Officers / Guards will <u>assist</u> the local police officers in support actions <u>only</u> at the direction(s) of the police at the scene
5.3.20 Parking Census: Security Officers / Guards may be asked to conduct a weekly parking census at the Jennifer Moreno VA Medical Center (La Jolla) campus. This may include a comprehensive physical count of all available or unattended parking spaces in a parking structure(s), open surface parking lot(s), whether VA owned, leased or service contracted, for the purposes of on-going utilization review, Results will be submitted to COR the same day or 1-day immediately following pre-established day census to be conducted. Specific day of week census should occur will be determined by COR.

5.4 **Personnel Requirements**
5.4.1 Minimum education: high school diploma or equivalent.
5.4.2 Minimum age: 18.
5.4.3 Clear background check showing no felony arrest in the past 10 years; personnel must be bonded and insured.
5.4.4 Guards must be physically capable, in good health, and free of communicable diseases.
5.4.5 Contractor shall provide all required employee protections (workers' compensation, liability insurance, etc.).
5.4.6 Personnel requiring VA system access must undergo a Tier 1 background investigation and receive favorable adjudication before performing duties.

Contractor and Government responsibilities for security clearances follow the requirements listed in sections 5.4.6.1–5.4.6.4.

5.5 **Safety Requirements**
The contractor shall comply with all safety instructions issued by the CO or designee.
Non-compliance may result in Stop-Work Orders or termination for default.

6.0 **Deliverables**

6.1 **Recordkeeping**
Contractor employees shall sign established timekeeping records used to validate invoiced hours.

6.2 **In-Field Supervisor**
The contractor shall provide contact details for the designated in-field supervisor prior to performance. The term "On-site" or "In-field" Supervisor as used in this contract means, a person designated in writing by the Contractor who has authority to act for the Contractor on a day-to-day basis at the work site or vicinity. An in-field supervisor may, as needed, operate in the specific role of a non-supervisory security guard (fill-in) at the VA Medical Center or other CBOC off-site clinic location in the unexpected or last minute absence of who is normally otherwise scheduled; however, this fill-in role should not be done so with regularity in any extended or unplanned absences, possibly due to lack of available permanent personnel, at any one VA San Diego location so as to maintain the primary role of overall field level program oversight.

6.3 **Security Requirements Documentation**
The contractor shall submit all required personnel security forms (SF-85P, OF-306, VA Form 0710, etc.) within 30 days in accordance with Section 5.4.6.

6.4 **Training Documentation**
The contractor shall certify in writing that each employee has received all required training outlined in Section 5.2.

6.5 **Employee Handbook**
The contractor shall have a pre-established employee handbook, or prior to award have one nearing final completion pending award, which clearly outlines the security company's overall guidelines, expectations, leave and/or vacation policy, sick leave policy and progressive discipline policy. This employee handbook will be provided or made available (either hardcopy or electronically) to all employees upon hire, whether newly hired or hired from the predecessor contractor company to the Government. This employee handbook may also be afforded to the contracting officer representative (COR) upon request.

7.0 **Invoice and Payment**
Contractor shall submit monthly invoices in the arrears electronically via the Tungsten-Network System at the end of each month, for payment of the storage containers in that billing period.
Contractor shall submit original invoice electronically to:

Department of Veterans Affairs
Financial Services Center
http://www.tungsten-network.com

(Toll-free telephone number: (877) 489-6135)

Payment shall be made monthly in the arrears upon receipt of properly prepared invoice.
The invoice MUST be itemized to include the following information. Any information listed below that is not provided on an invoice, will render that invoice incomplete and the invoice will be returned for immediate correction.
A. Dates of service.
B. Description of services.
C. Invoice number, date.
D. Contract number.
E. Obligation number

Failure to comply with the above shall delay payment to the Contractor.

Attachment A – VA San Diego HCS locations, # of security guards and hours

Location & Number of Security Guards	Total hours per year
CLIN 0001 - Security Guard - La Jolla | 5:30am-2:00pm Monday - Friday | 42.5 hours per week	2210
CLIN 0002 - Security Guard - La Jolla | 5:30am-2:00pm Monday – Friday | 42.5 hours per week	2210
CLIN 0003 - Security Guard - La Jolla | 5:30am-2:00pm Monday - Friday | 42.5 hours per week	2210
CLIN 0004 - Security Guard - La Jolla | 5:30am-2:00pm Monday – Friday | 42.5 hours per week	2210
CLIN 0005 - Security Guard - La Jolla | 5:30am-2:00pm Monday - Friday | 42.5 hours per week	2210
CLIN 0006 - Security Guard - La Jolla | 5:30am-2:00pm Monday - Friday | 42.5 hours per week	2210
CLIN 0007 - Security Guard - La Jolla | 5:30am-2:00pm Monday -Friday | 42.5 hours per week	2210
CLIN 0008 - Security Guard - La Jolla | 7:30am-4:00pm Monday - Friday | 42.5 hours per week	2210
CLIN 0009 - Security Guard - La Jolla | 7:30am-4:00pm Monday - Friday | 42.5 hours per week	2210
CLIN 0010 - Security Guard - La Jolla | 7:30am-4:00pm Monday - Friday | 42.5 hours per week	2210
CLIN 0011 - Security Guard - La Jolla | 7:30am-4:00pm Monday - Friday | 42.5 hours per week	2210
CLIN 0012 - Full Time Security Guard Supervisor (Guard II) | 40 hours per week	2080
CLIN 0013 - VA ASPIRE Center | 24 hours per day	8760
CLIN 0014 - VA ASPIRE Center | 7:45am-6:00pm Monday -Friday | 51.25 hours per week	2665
CLIN 0015 - VA Compensation & Pension Clinic 6:00am-5:30pm Monday -Friday | 57.5 hours per week	2990

CLIN 0016 - VA Escondido Clinic 7:30am-6:00pm Monday -Thursday, 7:30am-4:00 Friday | 50 hours per week	2600
CLIN 0017 - VA Misson Valley Counseling Center 7:00am-5:30pm Monday - Friday | 52.5 hours per week	2730
CLIN 0018 - VA Misson Valley Rio Clinic 6:00am-6:00pm Monday - Friday | 60 hours per week	3120
CLIN 0019 – VA Sorrento Valley Clinic 7:00am-5:00pm Monday - Friday | 50 hours per week	2600

D.2 WAGE DETERMINATION

In accordance with FAR Clause 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts), incorporate Department of Labor (DoL) Wage Determination (WD) dated, Rev 30, dated 05/12/2026, effective the start of new period of performance. The contractor has 30 calendar days from the date of this signed modification to file for an equitable adjustment to the contract value, based upon any applicable increases which exceed the hourly rates currently being paid to the employee. Completed supporting documentation must be provided to the contracting officer for evaluation. Current wage determination can be found at https://sam.gov/wage-determination/2015-5635/30

D.3 VENDOR DOCUMENTS

See attached document: VA10091 Vendor Request Form.

See attached document: W9 Request for Taxpayer Identification Number and Certification.

SECTION E - SOLICITATION PROVISIONS

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

INSTRUCTIONS TO OFFERORS:

Offerors are notified that VA Form 10091, FMS Vendor File Request Form and W-9, Request for Taxpayer Identification Number and Certification (see SECTION D for attached documents) shall be faxed or emailed https://www.cep.fsc.va.gov directly to the VA Financial Service Center in Austin, Texas and be submitted with their offer. Failure to include this information can eliminate the offeror from award consideration or considerably delay the award.

How to Access CEP

Access the CEP using this link: https://www.cep.fsc.va.gov

The new Customer Engagement Portal meets AccessVA Security Protocol that requires Two-Factor Authentication/Verification (2-FA) for all users. AccessVA has partnered with ID.ME to provide the required 2-FA for all non-government users. Please register a new Customer Engagement Portal (CEP) user account. Once ID.Me has completed the 2-FS, you will be redirected to Customer Engagement Portal (CEP) us the 10091 webform link found on the welcome page.

Each OFFER submitted in hard copy format shall include one copy of the offer. If an alternative offer is submitted, the Contractor shall submit one copy of the alternative OFFER.

Offers submitted by email shall be sent to jasmon.cornick@va.gov and will be accepted by the Government at the time the email is delivered to the contract specialist email box. Offers must also be in PDF, and compatible with Microsoft Office Software to be accepted. The Contractor submitting an offer is responsible for ensuring that the contract specialist has received the offer before the deadline for receipt of offers, and the government will not be responsible for delays or failures or either the contractor's email system or the Government's email system. Facsimile offers will not be accepted.

Quote Submittal Requirements: Offerors are required to include the following information with their quote submissions.

1. **TECHNICAL APPROACH** – This factor will be used to assess how the device you are providing will meet the standards outlined in the SOW.

   FACTOR 1: Offer is required to demonstrate how you will meet the Statement of Work (SOW) for Contract Security Guards, if necessary, Contractor must perform all daily tasks in accordance with SOW. Provide a narrative describing how your product meets the requirements for the contract security guards.

2. **EXPERIENCE** - This factor will be used to assess the Offeror's specific experience providing Contract Security Guards. This factor will be used to assess past performance. Your submission must include the past three years of experience or similar experience with period of performance, Prime POC and if a subcontractor was used on the contract with their name, subcontractor POC and location of work provided.

   FACTOR 2: The Government will assess the Offeror's experience, as well as the experience of the Offeror's. Provide detailed relevant experience to meet the needs of the statement of work (SOW). This included prior contract numbers, dollar value, period of performance, Prime POC and location and **a subcontractor is not permitted.**

3. **REQUIRED DOCUMENTS** - The offeror shall submit the required information listed below as part of their quote:

   FACTOR 3.
   a. Verification of submitted VA Form 10091 and confirmation of W-9 faxed to Austin, TX.
   b. FMS Vendor File Update Form
   c. Verification of Registration in System for Award Management (SAM)
   d. VAAR 852.219-75 and -76 certifications if applicable shall be signed and filled out at the time of bid/quote/offer submission. If VAAR 852.219-75 and -76 certifications is not signed nor filled out, then your offeror shall not be evaluated.

PRICE - This factor will be used to assess the reasonableness of the Offeror's proposed price.

Please complete the price/cost schedule. Price will be considered based on the most advantageous offer by evaluating both price and non-factors (technical approach and experience). **FAR 15.101-2 Lowest Price Technical Acceptable (LPTA) methods will not be used. Selection Process However, the policy limiting the use of LPTA is found in: FAR 15.101-2(c)**

"LPTA source selection process shall only be used when the agency can comprehensively and clearly describe the minimum requirements in terms of performance objectives, measures, and standards that will be used to determine acceptability of offers."

PAST PERFORMANCE – CPARS will be reviewed with submission.

The information requested above is required for the Government to evaluate proposals for the Experience evaluation factor. General statements claiming experience providing contract security guards that do not include specific references to prior contract work, or that do not include the information required above, are not acceptable. **FAILURE TO SUBMIT THE INFORMATION REQUIRED ABOVE TO SUPPORT THE OFFEROR'S CLAIMED EXPERIENCE MAY BE VIEWED BY THE GOVERNMENT AS EVIDENCE THAT THE OFFEROR (OR THE OFFEROR'S PROPOSED SUBCONTRACTOR) LACKS EXPERIENCE IN PROVIDING CONTRACT SECURITY GUARDS WHEN EVALUATING PROPOSALS FOR THE EXPERIENCE EVALUATION FACTOR.**

GENERAL INSTRUCTIONS FOR OFFEROR SUBMISSION

Format of offer: In order to be considered for selection, the Contractor must submit a complete response to this solicitation using the sequence and format instructions provided. Offers shall be clear and concise, logically assembled (with all pages appropriately numbered) and indexed and cross-indexed to applicable parts of the Statement of Work (SOW) or Request for Offer, as appropriate. To reduce offer size, the Contractor submitting an offer shall confine submission to essential matters sufficient to define the offer and provide an adequate basis for evaluation.

Submittal Instructions: The Contractor's offer must be labeled with the Contractor's name and business address of the firm, the solicitation number **36C26226Q0469_1** and point of contact to include name, telephone, and email address. The Government is not responsible for identifying inconsistencies between the two and may rely on either version at its discretion.

All interested Offerors should submit information by e-mail to **jasmon.cornick@va.gov.** All e-mails must have as the subject line "RFQ# **36C26226Q0469_1**, - "**Contract Security Guards**". All information submissions must be received no later than **3:00 pm MST on July 15, 2026.**

The Contractor is advised that all submissions and related materials become the property of the U.S. Government and will not be returned.

Questions: All questions must be submitted by email to jasmon.cornick@va.gov no later than **1PM (MST) on June 25, 2026**.

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

(End of Addendum to 52.212-1)

E.2 52.212-2 EVALUATION—SIMPLIFIED ACQUISITION PROCEDURES

52.212-2 Evaluation – Commercial Items (NOV 2021)

(a) Basis *of Award.* This procurement is being conducted pursuant to FAR Part 13 procedures. The Government intends to award a contract resulting from this solicitation to the responsible offeror whose quote, conforming to the solicitation, quotes and, whose quoted price does not exceed the amount of funding available for the procurement, and whose quoted price is found to be fair and reasonable. Price alone is not the sole evaluation factor. In addition to the general standards of responsibility found at FAR § 9.104-1, in accordance with FAR § 9.104-2, the special standards of responsibility described below apply to this procurement. **Offerors who fail to meet any special standard of responsibility will not be eligible to receive a contract award.**

Technical approach – State how you will provide service to the government which is outlined in the SOW.

Experience. This factor will be used to assess the Offeror's specific experience providing contract security guards. The Government will assess the Offeror's experience, as well as the experience of the Offeror's proposed subcontractor(s). Provide detailed relevant experience to meet the needs of the statement of work (SOW). This included prior contract numbers, dollar value, period of performance, POC and location.

Subcontractor – No subcontractor will be permitted.

Price – This factor will be used to assess the reasonableness of the Offeror's proposed price. Price will be considered based on the most advantageous offer by evaluating both price and non-factors (technical approach and experience). Lowest Price Technical Acceptable (LPTA) methods will not be used.

Required documents - The offeror shall submit the required information listed as part of their offer.

Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or

grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Mailing Address:

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.6 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
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION FEB 2025)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through *https://www.sam.gov*. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

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

Reasonable inquiry has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 size standards in this solicitation.

(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, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through *http://www.sam.gov*. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

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

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

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture*:__.]

(5) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

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

Note to Paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

_____

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

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 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 shall provide representation of its HUBZone status.

(d) [Reserved]

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

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

(iv) The terms ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ ‘‘foreign end product,’’ and ‘‘United States’’ are defined in the clause of this solicitation entitled ‘‘Buy American—Supplies.’’

(2) Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[*List as necessary*]

(3) Domestic end products containing a critical component: Line Item No. _____

[*List as necessary*]

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

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) 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.’’

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’

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

Line item No.	Country of origin

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’ The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

Other Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[*List as necessary*]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105). Line Item No. _____

[*List as necessary*]

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

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

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

Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225–3 is included in this solicitation, substitute the following

paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms ‘‘Korean 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.’’

(g)(1)(ii) 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

[*List as necessary*]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

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

Other End Products:

Line item No.	Country of origin

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or

designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior

opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*.

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2) __ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*).

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has

considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

(t) [Reserved]

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

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

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully

reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)