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
			36C26126Q0697	06-12-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Maricela.Berrones-Gauger@va.gov	559-225-6100 6792	07-02-2026 10AM PDT

9. ISSUED BY CODE
Department of Veterans Affairs
Network Contracting Office (NCO) 21

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: 238290
SIZE STANDARD: $22 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
See Performance Work Statement

16. ADMINISTERED BY CODE
Department of Veterans Affairs
Network Contracting Office (NCO) 21

93721

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE
Department of Veterans Affairs
FMS-VA-2(101) Financial Services Center

PO BOX 149971
Austin TX 78714-9971

PHONE: FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contractor to provide elevator maintenance services for the VA Palo Alto Health Care System in accordance with the Performance Work Statement. Period of Performance: 08/01/2026 - 07/31/2031 Base Year: 08/01/2026 - 07/31/2027 Option Year 1: 08/01/2027 - 07/31/2028 Option Year 2: 08/01/2028 - 07/31/2029 Option Year 3: 08/01/2029 - 07/31/2030				

(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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Maricela Berrones-Gauger
Contracting Officer

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 3

B.1 CONTRACT ADMINISTRATION DATA 3
B.2 PRICE/COST SCHEDULE 4
ITEM INFORMATION 4
B.3 PERFORMANCE WORK STATEMENT 7

SECTION C - CONTRACT CLAUSES 30

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) (DEVIATION OCT 2025) 30
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) 36
C.4 SUPPLEMENTAL INSURANCE REQUIREMENTS 36
C.5 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION) 37
C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 46
C.7 52.222-90 Addressing DEI Discrimination by Federal Contractors 48
C.8 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION) 49
C.9 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION) 52
C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018) 53

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS 55

SECTION E - SOLICITATION PROVISIONS 56

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) (DEVIATION OCT 2025) 56
E.2 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)(DEVIATION OCT 2025) 62
E.2 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION) 63
E.3 52.233-2 SERVICE OF PROTEST (DEVIATION NOV 2025) 63
5.4 52.237-1 SITE VISIT (APR 1984) 63
E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 64

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 36C261
   Department of Veterans Affairs
   Network Contracting Office (NCO) 21

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 []

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		12.00	MO	_____	_____
	Service and Maintenance (two resident mechanics, each working 40 hours per week) for Palo Alto, Menlo Park, Livermore, Mountain View and Sunnyvale locations Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 238290 - Other Building Equipment Contractors PRODUCT/SERVICE CODE: J036 - Maintenance, Repair, and Rebuilding of Equipment - Special Industry Machinery MANUFACTURER PART NUMBER (MPN): N/A				
0002		1.00	HR	_____	_____
	Estimated Unscheduled Maintenance and Repair of all Elevators PER PWS NTE $200K Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 238290 - Other Building Equipment Contractors PRODUCT/SERVICE CODE: J036 - Maintenance, Repair, and Rebuilding of Equipment - Special Industry Machinery MANUFACTURER PART NUMBER (MPN): N/A				
1001		12.00	MO	_____	_____
	Service and Maintenance (two resident mechanics, each working 40 hours per week) for Palo Alto, Menlo Park, Livermore, Mountain View and Sunnyvale locations Contract Period: Option 1 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 238290 - Other Building Equipment Contractors PRODUCT/SERVICE CODE: J036 - Maintenance, Repair, and Rebuilding of Equipment - Special Industry Machinery MANUFACTURER PART NUMBER (MPN): N/A				
1002		1.00	HR	_____	_____
	Estimated Unscheduled Maintenance and Repair of all Elevators PER PWS NTE $200K Contract Period: Option 1 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 238290 - Other Building Equipment Contractors PRODUCT/SERVICE CODE: J036 - Maintenance, Repair, and Rebuilding of Equipment - Special Industry Machinery				

MANUFACTURER PART NUMBER (MPN): N/A

2001 12.00 MO _____ _____

Service and Maintenance (two resident mechanics, each working 40 hours per week) for Palo Alto, Menlo Park, Livermore, Mountain View and Sunnyvale locations
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 238290 - Other Building Equipment Contractors
PRODUCT/SERVICE CODE: J036 - Maintenance, Repair, and Rebuilding of Equipment - Special Industry Machinery
MANUFACTURER PART NUMBER (MPN): N/A

2002 1.00 HR _____ _____

Estimated Unscheduled Maintenance and Repair of all Elevators PER PWS NTE $200K
Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029
PRINCIPAL NAICS CODE: 238290 - Other Building Equipment Contractors
PRODUCT/SERVICE CODE: J036 - Maintenance, Repair, and Rebuilding of Equipment - Special Industry Machinery
MANUFACTURER PART NUMBER (MPN): N/A

3001 12.00 MO _____ _____

Service and Maintenance (two resident mechanics, each working 40 hours per week) for Palo Alto, Menlo Park, Livermore, Mountain View and Sunnyvale locations
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 238290 - Other Building Equipment Contractors
PRODUCT/SERVICE CODE: J036 - Maintenance, Repair, and Rebuilding of Equipment - Special Industry Machinery
MANUFACTURER PART NUMBER (MPN): N/A

3002 1.00 HR _____ _____

Estimated Unscheduled Maintenance and Repair of all Elevators PER PWS NTE $200K
Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030
PRINCIPAL NAICS CODE: 238290 - Other Building Equipment Contractors
PRODUCT/SERVICE CODE: J036 - Maintenance, Repair, and Rebuilding of Equipment - Special Industry Machinery
MANUFACTURER PART NUMBER (MPN): N/A

4001 12.00 MO _____ _____

Service and Maintenance (two resident mechanics, each working 40

	hours per week) for Palo Alto, Menlo Park, Livermore, Mountain View and Sunnyvale locations Contract Period: Option 4 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 238290 - Other Building Equipment Contractors PRODUCT/SERVICE CODE: J036 - Maintenance, Repair, and Rebuilding of Equipment - Special Industry Machinery MANUFACTURER PART NUMBER (MPN): N/A				
4002	Estimated Unscheduled Maintenance and Repair of all Elevators PER PWS NTE $200K Contract Period: Option 4 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 238290 - Other Building Equipment Contractors PRODUCT/SERVICE CODE: J036 - Maintenance, Repair, and Rebuilding of Equipment - Special Industry Machinery MANUFACTURER PART NUMBER (MPN): N/A	1.00	YR	_____	_____
				GRAND TOTAL	_____

B.3 PERFORMANCE WORK STATEMENT

Elevator Inspections

VA Palo Alto Health Care System

Section 1: GENERAL INFORMATION

1.1 GENERAL:

A. This Performance Work Statement (PWS) is to obtain maintenance and repair services, safety inspections and testing for Vertical Transportation Equipment (VTE), referred to as elevators, at the Veterans Affairs Palo Alto Health Care System (VAPAHCS), referred to as the Government.

B. The Contractor shall provide management, supervision, labor, parts, material, tools, incidental engineering services, and transportation necessary to perform maintenance, repair, inspection, testing, and component replacement to keep the vertical transportation equipment operating as originally specified by the equipment manufacturer and/or as modified when a deviation is required. Modifications to perform deviations require written consent of the Government's Contracting Officers Representative (COR) or COR designee.

C. The Contractor, without additional expense to the Government, shall obtain all licenses, permits, and insurance required to perform the work in this Contract. Contractor shall comply with all applicable federal, state, and local laws. Evidence of insurance, licenses, and permits shall be provided to the Contracting Officer and COR before work commences.

1.2 PERIOD OF PERFORMANCE:

A. Period of performance shall be base year plus three option years.

a. Base Year August 1, 2026 to July 31, 2027
b. Option Year 1 August 1, 2027 to July 31, 2028
c. Option Year 2 August 1, 2028 to July 31, 2029
d. Option Year 3 August 1, 2029 to July 31, 2030

1.3 PLACE OF PERFORMANCE: Services are required at the following locations. The points of contact (POC) for each location are listed. All work must be coordinated with the COR.

Palo Alto Main Campus 3801 Miranda Ave. Palo Alto, CA 94304 POC: Site Manager (650) 709-5630	Menlo Park Medical Center 795 Willow Rd. Menlo Park, CA 94025 POC: Site Manager (650) 465-5121	Livermore Medical Center 4951 Arroyo Rd. Livermore, CA 94550 POC: Site Manager (650) 285-9610
Mountain View Center 1776 Old Middlefield Way Mountain View, CA 94043 POC: Menlo Park Site Manager	VA Research Center 1120 Innovation Way, Sunnyvale, CA 94089 POC: Menlo Park Site Manager	

1.4 HOURS OF OPERATION: All inspections shall be performed during business hours of 8:00 AM to 4:30 PM Monday through Friday, except Federal Holidays. Contractor may work outside normal business hours by arrangement with the COR if such services are provided without additional charge to the government.

1.4.1 Observed Federal Holidays

- New Year's Day
- Labor Day
- Martin Luther King Jr.'s Birthday
- Columbus Day
- President's Day
- Veteran's Day
- Memorial Day
- Thanksgiving Day
- Juneteenth Day
- Christmas Day
- Independence Day

1.5 TYPE OF CONTRACT: THE GOVERNMENT WILL AWARD A FIRM FIXED PRICE CONTRACT.

1.6 INVOICING: All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: http://www.tungsten-network.com/US/en/veterans-affairs/ to begin submitting electronic invoices, free of charge.

More information on the VA Financial Services Center is available at http://www.fsc.va.gov/einvoice.asp.

Vendor e-Invoice Set-Up Information:

Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafsccshd@va.gov

1.6.1 Payments: The Government will only pay for services rendered and will not pay for any uncompleted or undelivered work, services, or goods.

1.6.2. Invoices for approved work shall indicate, individual part(s) used, cost of individual part(s), and total part(s) cost.

1.6.3 Payment for work covered under this Contract shall be billed monthly.

1.6.4 Payment will be made in arrears of the specified billing period after receipt of a correctly
prepared invoice, provided all required work, including preventive maintenance, submission of reports and all other requirements for the period in questions have been performed in accordance with contract stipulations, and can be verified with service reports signed by the COR or COR designee.

1.6.5 The Contractors failure to schedule and perform a PM within the specified time interval shall be considered non-compliance with terms of contract, and Government will take corrective action as defined the Federal Acquisition Regulations (FAR). Payment withholding will be in compliance with the FAR. Criticality of VTE in a medical facility requires that continued Contractor failure to perform will necessitate holding Contractor in default and the Government obtaining suitable service via separate means.

1.6.6 Unless otherwise directed by the CO or unless acting in a good faith effort to perform emergency work (i.e., life, safety, entrapment, etc.), the Contractor shall not perform any work outside of the Scope of this Contract without authorization from the CO/COR and the issuance of a separate Purchase Order. Failure to receive prior approval for out-of-scope work will likely result in the denial of compensation.

Section 2: DEFINITIONS & ACRONYMS

2.1 DEFINITIONS:

Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

Subcontractor. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

Work Week. Monday through Friday, unless specified otherwise.

2.2 ACRONYMS:

COR	Contracting Officer Representative
NFPA	National Fire Protection Association
OEM	Original Equipment Manufacturer
OSHA	Occupational Safety and Health Administration
POC	Point of Contact

PM	Preventative Maintenance
PMI	Preventative Maintenance Inspection
VA	Veterans Affairs
VAPAHCS	Veterans Affairs Palo Alto Health Care System

Section 3: GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

A. The Government will not provide office space or operational facilities to the Contractor. The Contractor shall secure and maintain the necessary office space and other facilities required for performance of this Contract at his/her own expense.

B. The Government will not provide tools or equipment to the Contractor. The Contractor shall furnish all tools required for the performance of this Contract.

C. The Government will not provide any materials to the Contractor.

D. The Government will furnish the following services at existing outlets, for use in those facilities provided by the Government and as required for the work to be performed under this Contract: electricity, fresh water, sewage service, and non-hazardous refuse collection (from existing collection points). Disposal of equipment and construction debris is the responsibility of the Contractor.

E. Oil removed from hydraulic units shall be collected, placed in California Department of Toxic Substances Control used oil management compliant containers, and turned over to the Government for disposal. Used or emptied oil containers maybe removed by the contractor only if they are California Department of Toxic Substances Control compliant containers, and only with COR inspection and approval.

F. This PWS does not have any government furnish equipment. Contractor shall not use any government own equipment, material, supplies, or tools. Contractor shall furnish all requirements. The government reserves option to terminate the contract in the event that contractor uses government equipment or supplies without written approval from the Contracting Officer and COR.

G. Contractor shall provide elevator technician and weights as required for all inspections.

Section 4: CONTRACTOR REQUIREMENTS

The Contractor shall provide all equipment, supplies, management, supervision, personnel, and transportation necessary to assure that all services are in accordance with the contract and all applicable laws and regulations. The contractor shall ensure all work meets performance standards specified in this Performance Work Statement (PWS) and referenced documents to include all notes, explanatory material, and appendixes.

4.1 CONTRACTOR QUALIFICATIONS:

A. Contractor shall employ or retain at least one ASME/NAESA QEI-certified elevator inspector with a minimum of five years of experience. This qualified inspector shall be responsible for conducting all contractor-performed inspections, completing required

inspection documentation, and supporting third-party inspections as required under Section 6.4. Contractor shall submit in technical package all certifications and licenses. The Government reserves the right to request and review licenses and certification during the contract period.

B. The Contractor shall have a minimum of five (5) years within the last seven (7) years of successful experience maintaining elevator equipment identical or similar to the vertical transportation equipment listed in this Contract.

C. The Contractor shall provide a Contract Manager who shall be responsible for performance of the contract work. Name of the Contract manager and an alternate shall be designated in writing to the CO/COR prior to contract start date. Changes to personnel shall be submitted to the Government within five (5) work days of the changes. The Contract Manager or alternate shall have full authority to act on contract matters relating to daily operation of the Contract. The Contract Manager or alternate shall be available to speak/meet with the CO or COR, within 24 hours of request during normal operating hours and or within the next business day.

D. Contractor shall show evidence of reliability, ability and experience of all of his personnel providing service under this contract by furnishing: (1) Elevator Lead Technician Resume, Training Certifications, and California Licenses; (2) A list of personnel who will perform under the contract, showing the length and type of experience of personnel who will service the facility and proof of enrollment/certification in the National Elevator Industry Educational Program (NEIEP) and membership in the International Union of Elevator Constructors (IUEC). Alternately, certificate of completion from an approved apprentice program (NEIEP, CET, or CAT).

E. The selection, assignment, and management of Contractor's employees is the responsibility of the Contractor. The Contactor shall not employ any individual identified as a potential threat to the health, safety, security, and general wellbeing, or operation of the VAPAHCS facilities or personnel. The Contractor is fully responsible for performance and conduct of his/her employees. The Contractor shall not allow any employee to perform work under this Contract while under the influence of alcohol, drugs, or any other incapacitating agent.

F. Contractor shall have a C-11 Elevator Contractors License from the State of California or equivalent state license. Per California Code of Regulations; Title 16; Division 8; Article 3, Classifications; Section 832.

G. Contractor service, repair, and replacement staff shall have Journeymen-level experience along with all other referenced training, certification, and experience as required within section 4.1. Staffing information shall be submitted as referenced in section 4.1.D(2) and updated at least annually or whenever changes are made to the operations staff.

H. Staff below journeymen experience shall be supervised by those identified in the submitted staffing list and any and all certifications shall be submitted.

4.2 BACKGROUND CHECKS AND IDENTIFICATION BADGES

A. Contractor and Subcontractor personnel working on VAPAHCS facilities must consent to Background Checks or shall be denied access to the VAPAHCS facilities. Information required to conduct a Background Check includes: full name, driver's license number and/or social security number, date of birth, and completion of a background check questionnaire.

B. Contractors shall ensure their employees and those of their Subcontractors have the proper credentials allowing them to work in the United States. The Contractor shall not be entitled to any compensation for delay or expenses associated with this requirement and are not excused from proceeding with the Contract.

C. Department of Veterans Affairs regulations requires Contractor employees to have a VAPAHCS issued Identification Badge and wear it at all times while at VAPAHCS facilities. ID badges shall be issued by the VAPAHCS security office under its rules for issuance. Contractor personnel shall present a neat appearance and be easily recognized as a Contractor employee by wearing distinctive clothing bearing the name of the company and a VAPAHCS issued ID badge. When an employee leaves the Contractor's employment, or the Contract is terminated, the employee's badge shall be returned to COR within 3 working days.

4.3. EMERGENCY TELEPHONE NUMBERS

The Contractor shall provide the CO/COR with pertinent emergency telephone numbers to summon assistance in the event of an emergency. At least one of the emergency telephone numbers, and one alternate telephone number, shall be manned twenty-four (24) hours per day, 365 days per year. This information shall be provided in writing to the CO/COR

Section 5: CODES AND STANDARDS

A. Publications listed below form a part of this Contract. Elevators shall meet the requirements of current code editions published, all manufacturer guidelines, Veteran's Affairs (VA) memorandums, and industry standards, as applicable, and in the case of conflicting standards the most stringent shall apply. The most current edition will be used on all references listed below.

1. Elevator Industry Field Employees' Safety Handbook

2. International Building Code (IBC)

3. American Society of Mechanical Engineers (ASME):

    a. ASME A17.1: Safety Code for Elevator and Escalator
    b. ASME A17.2: Inspectors' Manual for Elevator and Escalator
    c. A17.3--Safety Code for Existing Elevators and Escalators
    d. A17.5--Elevator and Escalator Electrical Equipment
    e. A17.6--Standard for Elevator Suspension, Compensation, and Governors
    f. A17.7--Performance-Based Safety Code for Elevators and Escalators

g. A18.1--Safety Standard for Platform Lifts and Stairway Chairlifts
h. QEI-1--Standard for the Qualification of Elevator Inspectors
i. NFPA 13--Standard for the Installation of Sprinkler Systems
j. NFPA 25: Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
k. NFPA 70: National Electrical Code
l. NFPA 70E—Electrical Safety In The Workplace
m. NFPA 72--National Fire Alarm and Signaling Code
n. NFPA 101-Life Safety Code
o. NFPA 252-Fire Test of Door Assemblies
p. NFPA 99: Standard for Health Care Facility
q. OSHA Standard 29 CFR 1910

Section 6: MAINTENANCE SERVICE

A. The Contractor shall provide complete maintenance service, safety inspections, and tests on every elevator at the VAPAHCS site locations (5 sites in total, see attached Inventory) for the period required under the contract. Maintenance work shall be performed by National Elevator Industry Educational Program (NEIEP) trained, International Union of Elevator Constructors (IUEC) technicians only.

B. The Contractor shall have in his possession throughout the term of the contract all diagnostic equipment necessary to fully maintain, test, repair, adjust or reprogram elevator systems.

C. Contractor shall maintain a complete set of current and legible schematic wiring diagrams in each elevator machine room for each elevator. If any of the required schematic wiring diagrams are not available at the time of Contract award, it shall be the responsibility of the Government (VAPAHCS Engineering) to provide all available reference material at no cost to the Contractor. Wiring diagrams shall be modified to reflect any changes made by the Contractor after receiving written approval by the CO/COR to make the changes. Modifications made to controls shall be dated and recorded on the government wiring diagrams. The wiring diagrams will remain property of the Government.

D. Contractor shall not make any alteration or additions to the equipment without prior written approval from the CO/COR.

E. Contractor shall provide tools, equipment, specialty items and other items that may be necessary to perform tasks required under this Contract. Parts not available from the manufacturer due to obsolescence remain the Contractor's responsibility to replace from another source.

F. Contractor shall provide lubricants, fluids, fasteners, cleaning supplies, paints (low VOC only), and other supplies necessary to perform services required in this Contract. Lubricants shall be only those products recommended by the equipment manufacturer or equal.

G. Contractor shall maintain specified equipment in like-new condition and good working order in accordance with best possible industry standards by examining, adjusting, lubricating as required, and if conditions warrant, clean, and repair or replace components of the equipment as follows:

1. Machines, worm gear, thrust bearing, drive sheave, shaft bearings, brake assembly and brake coil, contacts, linings and component parts.

2. Motor and motor generator, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.

3. Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers and all control components.

4. Controller, selector and dispatching equipment, relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and microprocessor devices, steel selector cable or tape, and mechanical and electrical driving equipment.

5. Governors, governor sheaves and shaft assemblies, bearings, contacts and governor jaws.

6. Deflector or secondary sheaves, sheave bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs.

7. Equalize tension, shorten or replace hoisting ropes and governor ropes where necessary to maintain the safety factor required by code.

8. Hoistway door interlocks, rollers and hangers, bottom door guides and door closing devices.

9. Automatic power-operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibsor rollers, ceiling fan/blower and grill.

10. Signal system devices and fixtures, signal devices including hall buttons, hall lanterns, operating panels, intercommunication system, telephones, position indicators, dials, bells, buzzers, gongs, and light bulbs, buttons, button light, chimes, audio annunciators, key switches, traveling cables, data cables and electrical cables.

11. General and Emergency lighting within the cab, above the cab or in the hoist way including; bulbs, fixtures, batteries, trickle charger and related wiring and components.

12. Elevator operating devices for fire emergency operation and emergency power operation.

13. Re-calibrate and reset load weighing devices after annual and five-year safety tests and as needed between tests.

14. Ensure lubricants meet the specific manufacturer's requirements for the equipment.

15. Check the group dispatching systems and make necessary tests to ensure circuits and time settings are properly adjusted and the system performs as designed and installed by the manufacturer. Adjust and maintain revised settings upon written direction by the COR.

16. If the mechanic deems it necessary to add hydraulic oil to any elevator while providing maintenance service under this contract, the Contractor shall notify the CO/COR within 24 hours after adding more than two gallons of such fluid. Written documentation shall be provided as to the cause of the loss of hydraulic oil, including the remedy to prevent further loss to the CO/COR.

17. Pumps and pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, shutoff valves, exposed piping, hydraulic fluid tanks and oil recovery systems.

18. Filters, mufflers, and muffler components.

19. Repair or replace conductor cables, elevator hoist way wiring and elevator machine room elevator wiring.

20. Car tops, machine room floors, and machine room equipment shall be cleaned monthly. Accumulated rubbish shall be removed from the pits monthly. General cleaning of the entire installation including all machine room equipment and hoist way equipment shall be accomplished annually. Cleaning supplies and a HEPA vacuum cleaner shall be furnished by the Contractor.

21. Telephone, data and intercom lines serving IT, Phone, elopement systems or any other system located within the hoist way or the cab.

H. Contractor shall immediately notify the COR or COR designee of any equipment or environmental conditions which impair or jeopardize safe and continuous functioning of the equipment.

I. If work is required outside of the Scope of this Contract, the Contractor shall submit a detailed cost estimate for required repairs to the CO/COR within 2 business days of finding the issue. Contractor shall not proceed with such work, except for emergency situations such as entrapment, without the written consent of the CO/COR and receipt of a separate Purchase Order to cover the cost of additional work.

J. Repair or replacement of elevator equipment due to natural disaster, vandalism, negligence, or misuse by persons other than the Contractor, and contractor employees. Contractor shall obtain written approval by the CO/COR prior to repairs related to this category of damage. Any damage the contractor deems to be a result of this nature shall be fully documented with pictures taken by the Contractor. Documentation of the incident, including pictures shall be provided to the CO/COR for evaluation. The CO/COR reserves the right to claim any damaged material / equipment. Procedures for completing work to fix this type of damage are covered under this contract as Additional Services, see section 7. ADDITIONAL SERVICES.

6.1 SPECIFIC SERVICES:

A. Contractor shall develop and submit to the Government an annual written Maintenance Control Program (MCP) for each elevator within thirty (30) calendar days after contract award to cover base year. The Contractor shall submit an updated MCP to the CO/COR within 30 days of the start of each option period for the duration of the contract. The MCP shall, at a minimum, include required inspections, timelines for inspections and maintenance. The Contractor shall perform inspections and maintenance of elevators in accordance with the MCP. The MCP shall ensure compliance with all minimum code requirements including but not limited to fire recall, ASME A17.1 Appendix N tests and other safety/maintenance testing as required by the manufacturer, recognized national codes, or the Government.

B. Contractor shall perform maintenance in accordance with the MCP to ensure reliable and continuous safe operation. Maintenance work shall be in accordance with commercial practices or manufacturer's manuals, if available, and shall be intended to maintain elevators in safe and reliable operating conditions. The MCP is required to specify appropriate intervals for the specific maintenance items.

C. Cleaning of equipment spaces and daily cleanup of job sites in conjunction with maintenance, inspections and tests, and repairs are required.

D. Government may perform elevator inspections at no cost to the Contractor for purposes of capital asset management and quality assurance. If discrepancies are discovered during these inspections, the Contractor will be notified in writing of any determination and shall be responsible for the corrective actions covered under this Contract, to be completed within 15 working days.

E. The Contractor shall maintain a copy of current elevator inspection documentation, along with an index indicating the location, date inspected, and date of the next required inspection. The elevator inspection documentation will be located in the machine room for the elevators covered and a copy provided to the COR each quarter.

6.2 CALLBACK SERVICE

A. Callback service is defined as a request for service or to assist in an entrapment for one or more elevators, either during or after normal working hours, during weekdays, weekends or holidays, to correct any problem or condition, including entrapment, which needs attention.

ii. Contractor shall respond to all callbacks and be prepared to take corrective action at the site within 1 (one) hour for passenger entrapments and 2 (two) hours for all other non-entrapment callbacks.

iii. Equipment malfunctions shall be corrected the same day the service call is issued. If circumstances beyond the Contractor's control preclude resolution of the problem the same day, the CO/COR must be notified in writing with an explanation of the delay.

iv. Callback service during non-normal working hours shall be restricted to entrapment releases and returning critical elevators to service. Critical elevators include elevators designated by the COR or COR designee.

v. Critical elevators are defined as: each building serviced with an elevator shall have a minimum of one elevator in operation to ensure safe vertical egress. In the

event of a multiple elevator failures in one building (or a building serviced by one elevator has a failure) and the building has no elevator service, then the callback is deemed essential. At the Palo Alto property, Building 100 is the primary hospital and must maintain a minimum of one elevator per bank in use (S1-3, P1-3, S4-6), if any bank loses service of all three elevators, then call back is deemed essential. Building 100, Elevator S6 is always considered an essential elevator.

vi. Callback services of non-essential elevators will be scheduled for repair the next business day during normal business hours.

vii. Work related to Callbacks are not to take time away from preventive maintenance required under this Contract.

viii. Repair or work proposals not covered under this Contract must be authorized in advance by the CO/COR and may be performed during normal hours of operation. Procedures for completing work to fix this type of work are covered in Additional Services.

6.3. MAINTENANCE, REPAIR, AND CALLBACK TICKET PROCEDURES

A. Contractor shall instruct employees to comply with the following procedures:

i. Upon arrival at the facility, Contractor shall check in with the CO/COR or COR designee so Engineering Service will be aware of Contractor's presence at the facility.
ii. Pick up the key ring which contains keys that will access any lock on the elevators and open access doors to elevator maintenance spaces. This key ring shall be returned before maintenance personnel leave the VAPAHCS facilities.
iii. Contractor shall have a service ticket on each service call signed by the COR or COR designee. Service tickets shall identify the respective piece of equipment, description of problem, description of corrective measures taken, date and time the elevator was returned to regular service.

6,4 SAFETY INSPECTIONS AND TESTING

A. Category Five tests shall be performed by the Contractor and witnessed by a 3rd party ANSI/ASME QE-1 Certified Elevator Inspector hired by the Government.

B. Contractor shall perform safety tests and other tests and inspections as recommended and required by ASME A17.1 “Safety Code for Elevators and Escalators” using Table N-1

“Recommended inspection and test intervals in ‘Months’” and ASME A17.2 Guide for Inspection of Elevators, Escalators, and Moving Walks latest edition.

C. The certified inspector will provide a report of deficiencies found the Government or Contractor is required to correct.

D. The results of all tests shall be recorded in the “Record of Elevator Testing” and a summary delivered to the CO/COR.

E. The Contractor shall identify and record on each elevator tag the date of the last Annual Test and Five-Year Load Test. For all Annual and Five-Year Load Tests, the Contractor shall fulfill the following responsibilities:

i. Contractor shall assist and accompany any third-party elevator safety inspector, provided by the Government, during the Annual up to and Five-Year Load Tests required by ASME A17.1/A17.2. The tests will be performed under direction of an appointed third-party elevator inspector having area jurisdiction and appointed under separate contract by the Government and may involve 2 or more days of work.

ii. The CO/COR shall notify the Contractor of confirmed third-party inspection dates at least ten (10) working days in advance of the scheduled inspections

iii. The Contractor shall be responsible for furnishing necessary weights, labor, and means of transportation of the weights throughout the Government’s facilities, as directed by the third-party inspector and as required for successful completion of inspections.

iv. The Contractor shall operate elevators during inspection/test under the direction of the third-party elevator inspector as required for the inspection/test.

v. The Contractor shall work with the third-party inspector on developing a list of repairs identified during testing. The Contractor shall coordinate with the COR concerning time frame for repairs and adjustment identified during the inspection and covered under this Contract, which

shall be completed in a timely manner. All repairs outside of the Contract will be submitted to COR and handled under a separate Purchase Order.

vi. Any repairs or adjustments necessary to complete a test and return the elevator to service shall be performed by the Contractor at no additional expense to the Government.

F. Contractor shall attach tags after testing as required by ASME A17.1 and A17.2.

G. Elevators provided with firefighters' service shall be subjected to monthly Phase I "Emergency Recall Operation" and a minimum of one floor operation on Phase II "Emergency In-car Operation" to assure the system is maintained in proper operating order in accordance with ASME A17.1. The Contractor shall conduct these tests as required and results shall be recorded in the MCP under "Record of Elevator Testing" with a copy provided to the COR in digital form and a companion separate document maintained in the elevator machine room.

H. The Contractor shall be responsible for scheduling all routine and periodic inspections and shall submit a proposed inspection schedule to the CO/COR for approval within ten (10) days of contract award and annually thereafter. For third-party Annual and Five-Year Load Tests, the CO/COR will coordinate with the government-appointed third-party inspector to establish inspection dates and shall notify the Contractor at least ten (10) working days in advance. All costs for inspections are to be included as part of this contract.

I. All tests or inspections removing an elevator from normal operation shall be scheduled in advance with the CO/COR. Recurring tests such as "Emergency Recall Operation" may have a standard recurring schedule approved and applicable through the term of the contract.

6.5 ELEVATOR PERFORMANCE STANDARDS

A. Elevator contract speed and brake to brake flight times shall be maintained as originally installed and adjusted.

B. Maintain smooth starting, stopping, and leveling accuracy of 3mm (1/8") for all elevators.

C. Opening times, closing times and door close torques of elevators shall be maintained within the limits of ASME A17.1 Code with a minimum of stand open time consistent with traffic demands.

D. Door reversal on elevators equipped with mechanical safety shoes shall always be initiated with the stroke of the shoe. The Contractor shall ensure all electric eyes or door detectors are always working.

E. Variable car and hall door open times shall be maintained in accordance with original field adjustments. Deviations from this will not be permitted unless requested and/or approved by the COR.

F. On an annual basis the Contractor shall submit a record of hall waiting time at each elevator landing utilizing a computer analyzer or similar type event recorder and other data necessary to verify the system is operating at peak efficiency (manufacturer specifications) for elevators covered under the Contract. Results shall be submitted and labeled as to floor, time, date and identification of all other data and shall be delivered together with an analysis of the digital recordings to the COR.

G. Contractor shall ensure original manufacturers settings at installation and operating criteria is maintained at all times for each elevator including, but not limited to, the following:

1. Maximum capacity in pounds

2. Rated speed in feet per minute

3. Performance time measured brake to brake

4. Door operation

5. Traffic handling capabilities

6. Response times

7. Ride quality

6.6 CARD READER SYSTEM

Maintenance for card reader systems is not included in this Contract.

6.7 SPARE PARTS MANAGEMENT

A. Adequate supply of new spare parts shall be maintained by the Contractor to

ensure prompt preventive maintenance and repair services.

B. Parts and materials shall be of the original manufacturer's design or equal. All lubricants shall be the same as or equal to those recommended by the manufacturer.

C. If it becomes evident during a warranty period that a component(s) is not functioning properly in accordance with manufacturer's or Contract requirements, or if in the opinion of COR, excessive maintenance and attention must be employed to keep the component(s) operational, then the component(s) shall be removed and a new component(s) meeting all requirements shall be installed.

D. All parts and supplies stored in the elevator machine rooms shall be kept in enclosed metal cabinets. Flammable materials shall be stored in fire rated cabinets or containers provided by the Contractor.

6.8 INFECTION CONTROL - CLEANING AND PAINTING

A. To carry out its mission as a health care facility, the Government maintains the highest level of cleanliness as a part of its Infection Control Program to ensure patient health is not compromised. The Contractor shall maintain the elevator shafts, elevator pits, equipment rooms and equipment room access to these standards and comply with other reasonable requests of the CO/COR related to Infection Control measures.

B. Within the first three (3) months this Contract is in effect, and then annually thereafter the Contractor shall thoroughly clean the following: all elevator hoist ways, pits, car tops, machine rooms and equipment including controller interiors and air filters. Car and hoist way door hardware shall be cleaned, lubricated, and adjusted.

C. The mechanical room floors including elevator pits and steps shall be swept, mopped, and vacuumed using a HEPA vacuum cleaner as often as necessary to prevent accumulation of trash, dirt, oil, and grease.

D. Walls, ledges, handrails, storage cabinets, fences, elevator shaft walls, and other surfaces shall be kept clean using a HEPA vacuum cleaner and damp cloths. Cleaning shall be performed as often as needed to remove dust and dirt from surfaces.

E. Elevator equipment, including control cabinets, motors, door operating mechanisms, and cartops shall be wiped down with damp cloths and vacuumed with a HEPA vacuum as to remove any dust or dirt accumulation. Before cleaning is performed ascertain if any build up indicates a problem with the equipment and requires service or repair.

F. Machinery exterior and any other parts of the equipment subject to rust shall be properly painted. Any surfaces, particularly floors, steps and handrails that have a dull or worn appearance after cleaning shall be painted so cleaning efforts are evident.

G. CO/COR shall periodically inspect equipment and equipment spaces for cleanliness. The inspection shall consist of a visual observation to detect any accumulation of dust on any surface required to be kept clean under this Contract.

Debris, rubbish, and recyclable material resulting from work under this Contract may be disposed of on Government property at the direction of the CO/COR or off site at the option of the Contractor. The Contractor must dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act and State and local regulations.

6.9. ELEVATOR OUT OF SERVICE

A. Before removing an elevator from service, notification is required to Engineering Service (Boiler Plant shall be notified after-hours), VAPAHCS Police Service (After-Hours alternate), and the COR immediately during normal business hours, either by phone or in person. If work requires more than one day, daily notification of the out of service condition will be made. Notify the COR when placing the elevator back in service.

B. When an elevator is taken out of service, appropriate signage shall be installed at each entry door to notify elevator users of the interruption. Contractor shall provide signage and post in a manner which does not damage paint or other finishes. Upon completion, all signage shall be immediately removed. The COR will approve signage plaques used by the Contractor within 10 days of contract award. Signs shall be no smaller than 6”x4” with 48-point type, in English and Spanish.

C. Tests, inspections, or maintenance repairs removing an elevator from service shall be scheduled in advance with the CO/COR. A schedule for maintenance shall be submitted within 10 days of contract start.

D. Under no circumstances will any shutdown or outage last longer than five (5) consecutive working days, from initial notification to the Contractor, without prior notification and approval of the CO/COR.

E. For unscheduled elevator outages, the Contractor shall provide a detailed description of the outage and required repairs by written notification to the COR by the following business day.

Section 7: ADDITIONAL SERVICES

A. Additional services are defined as any work, requested and authorized by the Government that is within the scope of this contract but in addition to the contract requirements. Any work of this nature detected by the Contractor shall be immediately reported to the COR, but work shall not be performed until the Contractor and the CO or COR as appropriate have reached an agreement on the price to accomplish the project. Work shall be performed immediately, if necessary (i.e., an emergency), although typically a 48 hour notice will be given.

B. Labor Costs - The Contractor shall provide cost of labor hours within the price quoted for Additional Services. Thus, no separate allowances for travel time, parking, overhead, General and Administrative (G&A) or profit can be applied.

C. Materials and Parts - The Government reserves the right to furnish any or all parts and/or materials required for a particular repair/replacement. If the Contractor furnishes the parts and or materials, the price to be paid shall be on the basis of established catalog or list prices in effect when the parts and/or materials are furnished, less all applicable discounts, but in no event shall such price be in excess of the Contractor's sale price to his/her most favored customers for the same item in like quantity, or the current market price, whichever is lower.

D. All orders for maintenance repair/replacement work must be placed or confirmed by issuance of a SF30. The SF30 will describe the work to be performed, the time for completion, and the total price for the work. Orders of $2,500.00 or less may be processed using the Governmentwide commercial purchase card, which is the preferred method to purchase and to pay for micro purchases.

E. The Government reserves the right to perform the work using whatever resources are available.

Section 8 CONTRACT MODIFICATIONS

A. Throughout the performance of this contract, the addition or removal of elevators may be necessary. Please: note that the government will not negotiate on modifications related to the addition or removal of elevators. Any such changes must be strictly managed through the Contracting Officer's authorization to ensure they fall within the contract scope and that pricing is fair and reasonable. The Contracting Officer will issue a written modification to the contract to capture these changes.

Section 9: DOCUMENTATION

9.1. COMPUTER DATABASE

A. Contractor shall store information in a computer database. Data shall be configured so entries relate to one another i.e., “parts” to “work”, “work” to “technician,” etc. can be crossed referenced.

B. Minimum database requirements:

1. All maintenance and service ticket information.

2. Inventory of significant parts used during maintenance and the elevator each part was installed on.

3. Each technician visit, name(s), time of arrival, time of departure and nature of the visit, routine maintenance or trouble call, when the logbook has been updated, etc.

4. Parts used, work performed, tests performed, lists of deficiencies found during maintenance and inspections shall be maintained in the database for each elevator.

5. Preventative Maintenance records shall be maintained in the database.

6. Record of the Firefighter’s Service Tests for monthly and yearly tests, shall be maintained in the database.

C. Information in the database shall be available to the government within twenty-four (24) hours of being requested, in an electronic format.

D. At the end of each quarter and the annual Contract period the Contractor shall turn over a full report of the contents of the database to the CO/COR.

E. All reports shall be sent via email to the CO/COR.

F. Service and emergency service personnel shall report to the CO/COR or authorized representative (VAPAHCS boiler plant operators after hours) upon arrival at VAPAHCS facilities and again upon completion of the required work. Service tickets shall identify the piece of equipment, description of problem, explanation of corrective/preventative measures taken, and the date and time the unit was returned to regular service. A copy of the work ticket containing a complete description of the work performed shall be given to the CO/COR or

authorized representative.

9.2 WRITTEN MAINTENANCE RECORDS

A. The Contractor shall submit to the COR, within 10 business days of the end of each month of performance, a monthly summary of each completed elevator preventative maintenance, callbacks, repairs, and inspection. The log shall list the date and time for each event that occurred. The monthly summary log shall be utilized to validate work performed. The Contractor shall provide monthly inspection reports to the COR and Compliance Office.
B. Each report shall include a separate document for each elevator inspected. The report shall state the following

    a. Location of inspection
    b. Identifying device number
    c. The type of device
    d. All ASME deficiencies
    e. Reference section and the number or letter designation of deficiencies
    f. Heading and space to indicate scheduled date of repair
    g. Actual date of repair
    h. Date of inspection
    i. Recommendations and comments

C. The Contractor shall maintain a Service Log Book in each elevator machine room. The log shall list the date and time of all weekly examinations and all trouble calls. Each trouble call shall be fully described including the nature of the call, necessary corrections performed, or parts replaced.
D. The Contractor shall record log entries of tests conducted, technicians performing the tests, and test results tests including any deficiencies found. This is in addition to recording this information in the required data base. The Contractor shall provide a copy of each log book (one hard copy and one electronic) annually to the COR for record, and provide for review within 24 hours at the request of the COR.

E. All recommended upgrades shall be listed and identified as recommended upgrades on the same document.

F. Contractor shall also include ASME checklist for inspection of electric elevators which shall be completed for every elevator inspected.

G. Contractor shall provide a certificate for every elevator and device inspection. At a minimum shall have the following information on the certificate:

    a. Building
    b. Device number
    c. Type of duty
    d. City
    e. Capacity

f. Speed
g. Date of inspection
h. Elevator mechanic and/or elevator maintenance company
i. Elevator inspector's signature
j. Inspector qualified elevator inspector's number

H A written Maintenance Control Program (MCP) shall be in place to maintain equipment in compliance with ASME A17.1 These MCPs shall be included in the master maintenance schedule for the contract period.

I. The Contractor shall post a check chart for each elevator in a conspicuous place, in the machine room containing the equipment controller. These check charts shall list each elevator component showing a schedule of the manufacturer's recommended frequency of inspection of each component on a weekly, monthly, quarterly, semi-annual, and annual basis. Entries shall indicate status of and schedule for which work was performed. The check chart shall be kept up to date and must be initialed and dated by the Contractor's employee to indicate work has been accomplished. A check chart shall be available for review by the CO/COR and the Contractor will physically show the CO/COR the completed work on request.

J. The Contractor shall submit copies of each check chart (one hard copy and one electronic) monthly to the COR. The Contractor shall also submit a summary of all callbacks for each month stating the campus, building, elevator, date, time, issue, and resolution.

K. Service Report(s) shall include, at a minimum, the following:

1. Company name, address, telephone, and fax number.
2. VA contract number, name and number of the VA Contracting Officer.
3. Date and Time of work.
4. Copies of contractor's valid licenses, professional and training certificates.
5. Location, type, name, and model of devices tested.
6. Description of work items.
7. Test data.
8. Remarks on conditions of devices and systems.
9. List of all deficiencies, if any, with time frame for repairs or replacement, and cost.
10. Recommended corrective actions, if any.

L. Submit One (1) hard copy of the completed written report and send via email one electronic version of the report in Microsoft (i.e. excel, word..) format to the Engineering Compliance Office or the COR within seven (7) calendar days of completion of inspection and testing.

a. The nomenclature of the digital copy shall be as follows:
    1. Name of VA Campus, followed by name of bldg, followed by Elevator number, followed by month and year of inspection. For Example: PAD-B100-C3-Sept2026.
b. The monthly inspection report will not be acceptable if the digital copy is not received by the COR or if correct nomenclature is not used.

Section 10: SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, eclectic power, and roads; (3) uncertainties of weather, (4) the conformation and condition of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality , and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the facilities. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

B. The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Section 11: SAFETY:

A. At a minimum contractor, subcontract, and personnel shall wear at all times hard hat, safety glasses, reflective vest, and safety shoes.

B. No shorts or tank tops shall be permitted.

C. Contractor shall adhere to OSHA 29 CFR 1910.

D. Contractor shall be responsible to use appropriate PPE when required by the OSHA and VAPAHCS.

E. Safety plan shall be submit to the COR within 15 days of awarded contract.

F. Contractor shall submit Safety Data Sheet for all chemical used at the VAPAHCS. Chemicals must be approved by COR or Safety Services. Safety Data Sheet shall be kept at work site at all times.

G. Contractor shall comply with Environment Protection Agency standards. No dumping of water or chemical in the storm drains. Contaminates shall be removed from VAPAHCS property and shall be disposed of per all Federal, State, and Local EPA regulation and standards at no additional cost to the government.

    1. Any penalties incurred due to unlawful disposal of hazardous material or EPA, State, or Local regulation and standards shall be the responsibility of the Contractor.

Section 12. SECURITY REQUIREMENTS

A. The Certification and Accreditation requirements do not apply and a Security Accreditation Package is not required for this work.

B. Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, VA directives and handbooks as VA personnel regarding information security under VA Handbook 6500.6, Contract Security, Appendix C.

Section 13: ATTACHMENTS

See section D of solicitation.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) (DEVIATION OCT 2025)

(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 of contract expiring.

(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 of contract expiring; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 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.5 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.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2
http://www.va.gov/oal/library/vaar/index.asp

(End of Clause)

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION) ALTERNATE I (JUL 2014)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025

FAR Number	**Title**	**Date**
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984

52.244-6DEV	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2025
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.211-70	EQUIPMENT OPERATION AND MAINTENANCE MANUALS	NOV 2018
852.211-72	TECHNICAL INDUSTRY STANDARDS	NOV 2018
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

C.7 52.222-90 Addressing DEI Discrimination by Federal Contractors

As prescribed in 22.2203, insert the following clause:

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (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 inthe 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.8 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.9 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) [] *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.10 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)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: QASP .

See attached document: ATTACHMENT A AUTOMATIC DOOR INVENTORY.

See attached document: Wage Determination 2015-5623 - ALAMEDA.

See attached document: Wage Determination 2015-5641 - SANTA CLARA.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) (DEVIATION OCT 2025)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and product descriptions can be downloaded from the ASSIST website at *https://assist.dla.mil*.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at *https://assist.dla.mil*.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by-

(i) Using the ASSIST feedback module (*https://assist.dla.mil/feedback*); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at *assisthelp@dla.mil*.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier*. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at *www.sam.gov* for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at *www.sam.gov* for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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

SUBMISSION INSTRUCTIONS

(a) General Instructions

(1) Electronic Submissions: Contractors must email their quote to **Maricela.Berrones-Gauger@va.gov** are allowable. Quotes must be submitted electronically and will not be accepted through fax or postal mail.

(2) Follow the quote preparation instructions as given in the solicitation and prepare your response and supporting documents. Contractors must be registered in the System for Award Management (SAM) and have a Contractor's Unique Entity ID (SAM) number. All questions regarding this solicitation should be emailed to Maricela.Berrones-Gauger@va.gov. Verbal inquiries or questions will not be addressed or accepted.

(3) All questions regarding this solicitation must be emailed to Maricela.Berrones-Gauger@va.gov no later than **June 18 10am PDT**. Verbal inquiries or questions will not be addressed or accepted.

NOTE: For purposes of computer and administrative efficiencies, it is required that each "Volume" is its own pdf document: Volume One – Technical, Volume Two – Past Performance, Volume Three - Price. Email messages exceeding 5 MB may not be delivered. Please number all pages of the quote.

(b) Selection Process

(1) Evaluations will be conducted under the procedures of FAR Part 12.

(2) In accordance with the FAR, the quotes will undergo a comparative evaluation to determine which vendor provides the best offer to the government in terms of technical capability and past performance, while also providing a competitive price. The Government reserves the right to consider quotes that offer more than the minimum in selecting the proposal that provides the best offer to the Government. Therefore, it is at the Governments discretion to consider other than the lowest priced offer for award.

(3) The Government intends to establish a contract without exchanges with contractors. Consequently, Contractors are highly encouraged to offer their best technical and pricing quote in their initial submissions. However, the Government reserves the right to discuss submissions with any or all contractors submitting a technical and price quote, if it is determined advantageous to the Government to do so. This statement is not to be construed to mean that the Government is obligated to conduct exchanges. A Contractor may be eliminated from consideration for award without further exchanges if its technical and/or pricing quote/information is not among those Contractors considered most advantageous to the Government.

(c) Quote Package Contents

(1) Standard Form (SF) 1449 shall be submitted fully complete. The contractor shall acknowledge all amendments to the solicitation that may be issued. Prospective Offerors are required to submit as part of their quote package:

VOLUME 1 TECHNICAL SUBMISSION

An offeror will be evaluated to the extent to which it provides the technical capability in the following factors:

a. Provide a chronological listing of previous locations and dates of employment providing services demonstrating successful comprehensive testing, maintenance and inspection services on a multiple elevator (minimum 10 elevators) campus in the last 5 years.

b. Provide all required certifications/licenses for personnel performing service on this contract per ASME requirements.

c. Provide the technician training and competency evaluation program for performing inspections, testing and maintenance on the elevator systems.

VOLUME 2 PAST PERFORMANCE

Past Performance: Contractor Performance Assessment Reporting System (CPARS) will be reviewed to determine if the previous work was recent (within the past 3 years) and relevant (similar size and type of work). Past performance information will also be reviewed to determine the overall trend in the ratings of quality for previous contracts. Federal Awardee Performance and Integrity Information System (FAPIIS) will be reviewed to determine if the contractor has had any adverse actions associated with federal contracts and grants.

Per RFO FAR 15.202(c)(1), in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

VOLUME 3 Price

1. Standard Form 1449 will be submitted fully completed with signature, with blocks 17a, 17b, 30a, 30b, and 30c completed.
2. Standard Form 30 (if applicable) shall be submitted with your solicitation.
3. Section B.2 Price/Cost Schedule shall be submitted fully completed and error free.
4. Offerors claiming SD/VOSB certification credit must complete, sign and submit VAAR clause 852.219-75 with their quote, or their SD/VOSB status will not be considered during the comparative evaluation.

(End of Provision)

E.2 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)(DEVIATION OCT 2025)

a) Evaluation factors. This acquisition is being conducted in accordance with Federal Acquisition Regulation (FAR) Part 12 Acquisition of Commercial Products and Commercial Services. The Government will award a contract resulting from this solicitation to the responsible vendor, whose quote, conforming to the solicitation, will be most advantageous to the Government, price and other factors considered. In accordance with FAR 12.203(c)(2), the quotes will undergo a comparative evaluation to determine which quoter provides the best value to the Government based on the information relative to the non-priced factors while also providing a competitive price. Moreover, the Government is not assigning weight to the factors or listing them in any particular order. As a Part 12 acquisition, the Government does not intend on engaging in discussions described in FAR Part 15. As a result, quotes must be complete and conform to the solicitation's requirements described in part in the Addendum to the Instructions to Offerors. Prior to conducting the comparative evaluation of quotes, the Government will do a preliminary screening of the quotes to determine if they are complete and conforming to the solicitation. Any errors, omissions, or representations contrary to the terms of the solicitation will be deemed incomplete and/or nonconforming. Any quotes that are incomplete or non-conforming will be eliminated from further consideration as being ineligible for award without engaging in discussions. The Government will not provide a notice of exclusion to vendors whose quotes are incomplete or nonconforming since it is not required under FAR Part 12. The remaining quotes which are deemed to be complete and conforming will then be evaluated. However, the Government reserves the right to change to Part 15 Negotiated Procedures utilizing discussions at the sole discretion of the Contracting Officer when deemed in the best interest of the Government.

For the purpose of award of this contract, the Government intends to evaluate the option to extend services under FAR 52.217-8 as follows: The evaluation may consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation may assume that the prices for any option exercised under FAR 52.217-8 may be at the same rates as those in effect under the contract at the time the option is exercised. The evaluation may therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and should not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation should not obligate the Government to exercise any option under FAR 52.217-8.

The following information or factors shall be used to evaluate quotes:

1. VOLUME 1 TECHNICAL CAPABILITY – The Government will evaluate the vendor’s technical capabilities to meet the Government’s requirements and experience in elevator maintenance.

2. VOLUME 2 PAST PERFORMANCE: This factor will be used to assess an Offeror’s likelihood of performing successfully on this contract. For this factor, the Government shall review available past performance data in the Federal Awardee Performance and

Integrity Information System (FAPIIS) found in the Contractor Performance Assessment Reporting System (CPARS) found at https://www.cpars.gov/. The System for Award management at www.sam.gov will be reviewed for correct, accurate, and correct registration. Vendors who do not have CPARS past performance will be provided with a neutral rating.

3. VOLUME 3 PRICE - The quote should contain the vendor's best terms from a price standpoint. The Government will evaluate quotes for award purposes by adding the total price for all contract line items and all performance periods for a total price.

(b) *Options (if applicable)*. 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. The evaluation of options does not obligate the Government to exercise the option(s).

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

(End of Provision)

E.2 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

E.3 52.233-2 SERVICE OF PROTEST (DEVIATION NOV 2025)

(a) 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 identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

(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)

5.4 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect

the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

Only one site visit will be conducted for each location.

In order to attend the site visit please send an email to Maricela.Berrones-Gauger@va.gov by Tuesday June 23, 2026 3PM PST

Below are the times and addresses for each location. No other site visits will be conducted.

Wednesday June 24, 2026:
Livermore @7:30am
4951 Arroyo Rd.
Livermore, CA 94550
Meet in front of B62 main building
Mountain View right after Livermore Job walk
1776 Old Middlefield Way Mountain View, Ca 94043
Meet in front of main building

Thursday June 25, 2026
Palo Alto @7:30am
3801 Miranda Ave.
Palo Alto, Ca 94304
Meet in front of main lobby b100

Friday June 26, 2026
Palo Alto @8:00am
3801 Miranda Ave.
Palo Alto, Ca 94304
(to finish the remaining elevator)
Menlo Park following the completion of Palo alto
795 Willow Rd Menlo Park, Ca 94025
Meet in B334 main building

All questions should be sent in by email to Maricela.Berrones-Gauger@va.gov, no later than June 26, 2026 3PM PST questions will not be accepted after this date. All questions and answers submitted will be posted to SAM.gov as an amendment. QUESTIONS WILL NOT BE ANSWERED DURING SITE VISIT.

Any expenses incurred such as parking fees will not be reimbursed by the Department of Veteran Affairs.

E.5 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/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2
http://www.va.gov/oal/library/vaar/index.asp

(End of Provision)

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

(End of Addendum to 52.212-1)