~~36C25226Q0619~~

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

1. REQUISITION NO.	PAGE 1 OF
578-26-4-6121-0364	43

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C25226Q0619	08-06-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Lemke, Justin	414-844-4800	08-14-2026 10:00AM CDT

9. ISSUED BY CODE 36C252

Department of Veterans Affairs
36C252
115 South 84th Street, Suite 101

Milwaukee WI 53214-1476

10. THIS ACQUISITION IS

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

NAICS: 541620

SIZE STANDARD: $19 Million

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

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

15. DELIVER TO CODE

Edward Hines, Jr. VA Hospital

5000 South 5th Avenue

Hines IL 60141-5000

16. ADMINISTERED BY CODE 36C252

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

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE

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

PHONE: FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Underground Storage Tank Inspection, Testing, and Maintenance Services at Edward Hines, Jr. VA Hospital Service Contract Labor Standards Apply. Wage Determination WD2015-5017 Rev32 05/13/2026				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
578-3660162-6121-855100-2543 010050190

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
		Johnson, Ashley	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. NOV 2021)
Prescribed by GSA - FAR (48 CFR) 53.212

SECTION B - CONTINUATION OF SF 1449 BLOCKS

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

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

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

AMENDMENT NO	DATE
_____	_____
_____	_____

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

a. **CONTRACTOR:**

CONTRACTOR NAME _____
ADDRESS _____
CITY-STATE-ZIP _____
POINT OF CONTACT/TITLE _____
PHONE NUMBER _____
FAX NUMBER _____
E-MAIL ADDRESS _____
SAM UEI NO. _____
CAGE CODE _____

CONTRACTOR'S PAST PERFORMANCE POINT OF CONTACT
(IF DIFFERENT THAN ABOVE):
NAME: _____
EMAIL ADDRESS:_____

b. **GOVERNMENT:**

Justin Lemke Contract Specialist
Justin.Lemke@va.gov
CONTRACTING OFFICE CODE: 36C252
DEPARTMENT OF VETERANS AFFAIRS
GREAT LAKES ACQUISITION CENTER
115 S. 84TH ST., STE 100
MILWAUKEE WI 53214

2. ACQUISITION OF COMMERCIAL ITEMS:
This Request for Quote (RFQ) solicitation is issued under the authority of Revolutionary FAR Overhaul (RFO) Part 12 - Acquisition of Commercial Products and Commercial Services. FAR Part 14 and 15 will not be used. From this RFQ, the Government intends to award a firm fixed price contract where the contractor provides a price that is not subject to any adjustment on the

basis of the contractor's cost experience in performing the contract. (Note: The terms "offeror" and "quoter" are both used in this Solicitation. For the purposes of this Solicitation, these terms are interchangeable; there is no difference in meaning between the two.)

3. SET-ASIDE (If any): See box 10 of STANDARD FORM 1449

4. SOLICITATION TIMELINE SUMMARY:

A. SITE VISIT:
It is strongly suggested and expected that the offeror inspect the campus to be serviced to fully understand the nature of the work and the conditions under which the work is to be performed. In no case shall failure to inspect the campus constitute grounds for a claim after contract award.

SITE VISIT IS SCHEDULED FOR TUESDAY MONDAY AUGUST 10th at 9:30 AM LOCAL TIME. ALL INTERESTED PARTIES TO MEET FACILITY Point of Contract at Main Entrance.

B. RFQ QUESTIONS:
In order to maintain integrity of this solicitation and subsequent award date, all offerors are advised that any question and answer requests must be submitted in a written form via e-mail to the Contract Specialist at Justin.Lemke@va.gov no later than WEDNESDAY AUGUST 11th, AT NOON LOCAL TIME. Contracting will issue a consolidated response via solicitation amendment to https://sam.gov Contract Opportunities within 2 business days to all parties.

C. SOLICITATION CLOSES/QUOTES DUE:
See box 8 of STANDARD FORM 1449 or most recent Amendment.

D. SUBMISSION OF QUOTE:
See 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services and addendum for specific instructions to offerors.

5. CONTRACTING OFFICER AUTHORITY:
The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitment or issue changes that will affect price, quantity or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority, and no adjustment will be made in the contract price to cover any increase in cost incurred thereof.

6. INVOICES:

a. All payments by the Government to the contractor will be made in accordance with: FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
b. Invoices shall be submitted in arrears in accordance with: 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)
c. Payments shall be made in arrears upon receipt of a properly prepared invoice
d. Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests.
e. The VA has mandated electronic invoice submission to the Veterans Affairs Financial Services Center (VAFSC). VAFSC has partnered with Tungsten Network e-Invoicing network, for submissions of all electronic invoices to VA. Tungsten Network electronic invoicing is free to all VA vendors. In order to submit

electronic invoices, all VA vendors must register with Tungsten Network by submitting an email to VA.Registration@Tungsten-Network.com or calling 1-877-489-6135 for Enrollment.

f. Contractor shall submit an electronic invoice by the tenth (10th) of the following month services were performed to the Veterans Affairs Financial Services Center (VAFSC) e-Invoice through the website at https://portal.Tungsten-Network.com/Login.aspx. For questions regarding the submission of VA electronic invoices, Tungsten Network customer service may be contacted at 1-877-489-6135.

g. All invoices shall reference the vendor name and address, customer name, contract number, appropriate obligation/funding order number, description of services provided, quantity, unit price, and total invoice amount (any additional info). Invoices shall also include any payment discount terms.

h. VA's Electronic Invoice Presentment and Payment System – The Veterans Affairs Financial Services Center (VAFSC) uses a third-party contractor, Tungsten Network e-Invoice, to transition vendors from paper to electronic invoice submission. Please go to this website: http://www.tungsten-network.com/customer-campaigns/veteransaffairs/ to begin submitting electronic invoices, free of charge.

i. As of July 1, 2020, the VA10091 form has been eliminated and the VAFSC is requiring our vendors to update and add their information in the Customer Engagement Portal (CEP) at https://www.cep.fsc.va.gov/. This is for new vendors being added to FMS only.

j. **For assistance setting up e-Invoice, the below information is provided:**
* Tungsten Network e-Invoice Setup Information: 1-877-489-6135
* Tungsten Network e-Invoice email: VA.Registration@Tungsten-Network.com
* FSC e-Invoice Contact Information: 1-877-353-9791
* FSC e-invoice email: vafsccshd@va.gov

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

a. Contractor is responsible to follow all on site facility policies

b. All VA property is considered Federal property, and all Federal laws are applicable.

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

d. All VA facilities are drug free. Possession of drugs, to include Marijuana and all Marijuana bi-products are prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

e. All contractor personnel are required to adhere to all VA rules and regulations.

f. Smoking is prohibited on the entire campus, both inside and outside the VA Facility

g. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

h. VHA DIRECTIVE 1192: This Veterans Health Administration (VHA) directive establishes policy and provides guidance for the prevention of seasonal influenza in VHA facilities through the vaccination or masking of health care personnel (HCP). AUTHORITY: Title 38 United States Code (U.S.C.) 7301(b), 7318(b). Contractor is responsible in ensuring that all aspects of this directive are implemented, including providing face masks and influenza vaccines for all employees working at a VA facility.

8. SECURITY & PRIVACY CONTROL:

Contractors shall coordinate all badging, background checks, and fingerprinting with the COR or otherwise designated facility point of contact. Reference VA Handbook 0710, VA Handbook 0735, VA Directive 0735

The Authorization & Accreditation (A&A) requirements of VHA Handbook 6500.6 do not apply to this requirement, therefore, a Security Accreditation Package is not required. No A&A or MOU/ISA is required. Sensitive information exposure as part of this contract involves applicable security controls within the facility as part of the VA Information Security
If there are any questions related to privacy, please have a member of your staff contact the VA Privacy Service at (202) 461-6309. If there are any questions related to the information security, please have a member of your staff contact the Office of Cyber Security at (304) 262-7733.

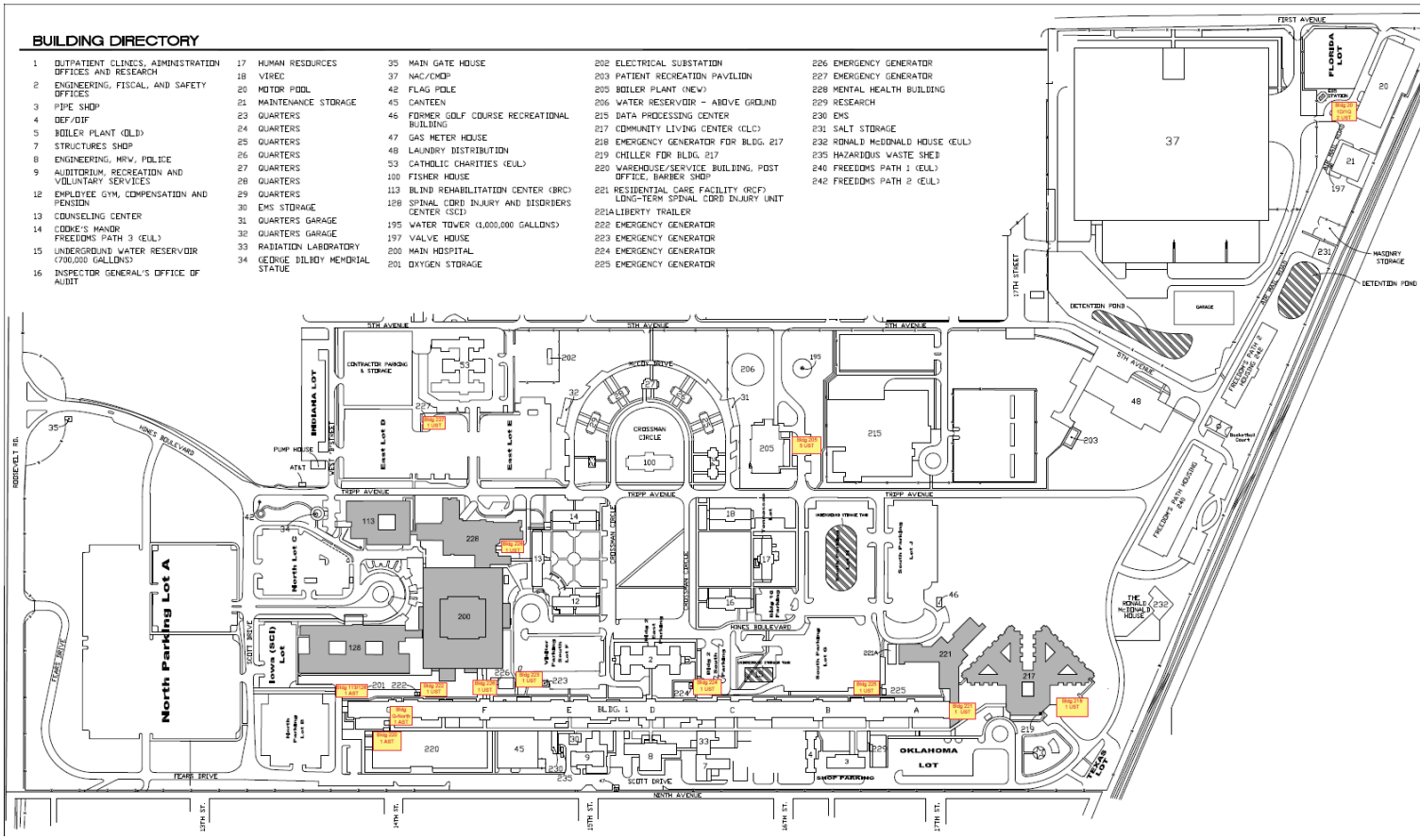
Records Management Contract Language will need to be included in the final signed contract.

B.2 STATEMENT OF WORK

A. DESCRIPTION OF SERVICES

Edward J. Hines Jr. VA hospital requires the services of a contractor for inspection, maintenance, testing, and repair services for nineteen (19) diesel/unleaded storage tanks located throughout the Hines VA Campus per 40 CFR Part 280.

- (16) Underground Storage Tanks (UST)
- (03) Above Ground Storage Tanks (AST)



Overview of requirements

- The bidding contractors shall be certified by Office of the Illinois State Fire Marshall-(OSFM) & Illinois Class ABC certification
- Review historical records of tank performance
- Maintain Hines Storage Tank Records
- Coordinate Storage Tank compliance and permitting efforts with OSFM
- Work with engineering staff to evaluate maintenance and repair options
- Inspect tank system for compliance with federal, state, and local environmental regulations
- Provide formalized report on inspection and recommendations for each tank system
- Transmit inspection records to OFSM to ensure Hines is compliant

- Provide certification process guidance and ensure permits are current and displayed
- Perform limited preventative maintenance repair that can be only accomplished by certified contractor

This contractor shall adhere to all regulatory program inspection requirements. These requirements shall include the Energy Policy Act of 2005, 40 CFR 280 under RCRA, VHA Directive GEMS 7700 and Illinois State Fire Marshall (ISFM). In addition, the inspections include adherence to air quality programs as identified by the Illinois Administrative Code Title 35, Part 731.

B. SCOPE

Contractor shall contact Hines VA Engineering, Contracting Officer Representative (COR) to request onsite inspections at least, one (1) week prior to the visit.

The contractor is required to perform inspections and maintenance during normal work hours 7:00am – 3:30pm Monday through Friday. Inspections shall not occur on weekends or government holidays.

- Contractor shall review records to include Spill Prevention, Control, and Countermeasure (SPCC) plans, tank registrations and compliance reports, agency inspections, tank vendor operating manuals, layout drawings, and permits.
- Contractor shall review the tank information available through Office of the Illinois State Fire Marshal agency databases and shall review state and local UST/AST code requirements with respect to the referenced tanks at the VA.

Inspection-On site

Contractor shall conduct on-site inspection of all tanks in **Attachment 2**, with VA personnel to verify the current state and conditions of the UST/AST systems. The site inspection shall be conducted by a certified Level A and B UST/AST Tank System Inspector and Illinois certified tank installer.

- The inspection shall require both written and photo documentation if emergency or damage is discovered.
- The inspection shall include demonstration of the operation using real time monitoring systems used by VA personnel.
- This inspection shall include spill and overfill protection, corrosion protection, leak detection, secondary containment, spill preparedness kits for response, reporting of releases, and applicable compliance requirements.

Inspection-On site Time Frame and Delivery

- Monthly Inspection: 3rd or 4th week of month
- Annual Inspection: Month of October-No time constraints
- Triennial Inspection: Month of October-No time constraints

AST Inspection Note

- No monthly inspections needed on AST
- Only Fuel is tested once a year : Month of October-No time constraints

Inspection Close out

At the completion of the on-site inspection, the contractor shall conduct an Inspection review meeting with VA representatives to present findings.

- Meeting Agenda shall include identification of regulatory deficiencies discovered that could result in significant action by US EPA, IEPA, OISFM, state, local agencies or risk to patient health.
- The contractor shall review Hines VA tank program documentation/records of Inspected elements such as: tank registration forms, financial responsibility, submittals, tank testing, and tank inspections.
- Contractor to provide formalized report using OSFM Standards

The Contractor shall not be required to provide service on the following Federal Holidays, nor shall the Contractor be paid for these Federal Holidays. The following Federal Holidays are observed by the Federal Government:

- New Year’s Day
- Birthday of Martin Luther King, Jr.
- Washington’s Birthday
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Any other day specifically declared by the President of the United States to be a Federal Holiday

When one of the above designated Federal Holidays falls on a Sunday, the following Monday shall be observed as a Federal Holiday. When a Federal Holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday by United States Government agencies.

Preventative Maintenance

- Two (2) ASTs proper decommissioning and removal at Building 20
- CO/CS and COR shall determine preventative maintenance on all USTs/ASTSs to include fuel tank polishing on a case-by-case basis after reviewing monthly inspection reports

C. REPORTING REQUIREMENTS

GEMS Documentation/Reports-Defined

The Contractor shall be responsible to provide VA Engineering Service with a typed formal report of services performed. This formal Vendor Engineering Service Report shall include results, details and data for all services performed.

- Contractor shall provide a report presenting inspection findings and fix recommendations for each tank system. The monthly report shall include **Attachment 3,** the OSFM Quarterly Equipment Inspection Checklist/Operations & Maintenance Guidelines for UST System Inspections per tank, a summary, table of compliance elements with regulatory references, and pertinent digital photos.

- Items to be included & reported during inspections:

Tank Conditions

- Notification (failure to notify)
- Corrosion protection – Tank
- Corrosion protection – Piping
- Condition on retractors, hoses, breakaways, vapor caps, rubber gaskets, and swivels (dispensing islands only)
- Condition of all gauges and meters

Overfill/Spill

- Overfill prevention is in place and operational
- Spill prevention is in place and operational
- Tank and piping release detection
- Inspect piping/fitting conditions for failures, potential failures
- Detection methods and appropriate equipment or procedures are in place: alarms, interstitial piping, sump sensors
- Inspection, removal and disposal of debris in spill buckets.
- Secondary containment is present where required

D. Required Documentation

Prior to approval of invoices, contractor shall provide documents of:

- Tank and piping repairs performed by contractor
- Any notice of Temporary tank closure or Permanent tank decommissioning and removal
- Documentation on inspecting Operator training — Class A, B, and C
- Time stamps of equipment downtime/uptime and hours on-site for service call
- Identification of equipment to be serviced
- Inventory ID number, manufacturer's name, device name, model number, serial number, and any other manufacturer's identification numbers
- Itemized description of service(s) performed
- Name of Veteran Administration employee who witnessed service described
- Name of Field Service Engineer (FSE) who performed services
- Contractor service number or contractor log number
- Pass or Fail per tank inspected
- OSFM Quarterly Equipment Inspection Checklist/Operations & Maintenance Guidelines for UST System Inspections per tank

E. GENERAL REQUIREMENTS

Contractor to furnish all labor, materials, and transportation necessary to include:

- All work under the provisions of this contract shall be performed by properly licensed and certified UST technicians directly employed by the contractor. UST Technicians shall be fully trained and experienced in the servicing of the systems and devices specified. Subject to COR approval.
- In addition to the conformance section of the specifications all work under the provisions of this contract shall be performed and certified as being in full compliance with all applicable laws, regulations and codes.

- At all times while performing work under the provisions of this contract the contractor's employees shall strictly observe the requirements of all applicable Occupational Safety and Health Administration, Environmental Protection Agency, Department of Veterans Affairs rules and the Illinois State Fire Marshal, regulations and policies.
- The types, location by building and number of UST and devices within the scope of work of this contract are listed in **Attachment 1 UST Inventory**.
- Existing UST alarms, piping and system components or devices found to be in a state of failure shall be reported to the COR for appropriate corrective action.
- Contractor shall troubleshoot and diagnosis as necessary to determine the cause of the problem identified.
- Contractor shall provide a cost proposal to make corrections or repairs to identify deficiencies for consideration by COR/CO.

Within five calendar days of receipt of notice of award, the contractor shall provide the Contracting Officer Representative (COR) and the Contracting Officer (CO) with telephone number(s) at which requests for emergency repair service shall be accepted. The telephone number at which requests for emergency repair service shall be accepted shall be the telephone number of the contractor's regular place of business or the cell phone or radio pager number of the contractor's field supervisor or qualified service technician. The telephone number at which requests for emergency repair service shall be accepted shall not be to a voice mail box, an answering machine or an answering service. The Contracting Officer shall provide the contractor with a list of the names and titles of the Hines employees authorized to initiate requests for specified repair services.

F. CONTRACTOR QUALIFICATIONS

- The contractor shall maintain an adequate inventory of parts, materials and supplies as necessary to provide for the timely maintenance, testing and repair of the specified UST/AST systems components and devices. Failure by the contractor to satisfactorily accomplish required inspections by the provisions of this contract in a timely manner because of a lack of parts/equipment availability shall be considered justification to terminate the contract in accordance with the Default Clause.
- Firms submitting bids shall have been engaged in business of installing, repairing, testing, maintaining UST systems, and components verifying compliance with the Illinois State Fire Marshall and other regulatory offices for at least the past five (5) consecutive years. Bidders shall provide list of the names, addresses and telephone numbers of three (3) customer references with preference towards experience with the Federal or Illinois State governments.

- Contractors shall provide proof of Illinois Class A,B, and C UST certification in bid.
- Due to the dangers with Above and Underground Storage Tanks, there shall be no subcontracting opportunities for potential general contractors. Communications shall be from government to the self-performing contractor and vice versa only.

G. PERFORMANCE MONITORING

The government shall periodically evaluate the contractor's performance by appointing a representative(s) to monitor such performance and ensure services are received. The government representative shall evaluate the contractor's performance through intermittent on-site inspections of the contractor's quality control program and receipt of complaints from facility personnel. The government shall inspect each task as completed or increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections or because of repeated customer complaints. Likewise, the government shall decrease the number of quality control inspections if performance dictates.

H. SECURITY REQUIREMENTS

A background check shall be a requirement for all contractors and any subcontractor's employee(s) providing services to the government. The government's decision to exercise this option shall not entitle the contractors or subcontractors to any contract price adjustments. The contractor shall always be required to wear and properly display contractor identification badges while on premises at Hines VA. All contractors shall be requested to provide the following information to obtain a background check: **Name; Social Security Number; Date of Birth; Race; State(s) lived in.**

Badging Process Hines VA Hospital

Step 1:
Contract employee shall fill out and bring fingerprint request form to Bldg 2, Room 119 to the Hines's Engineering Badging Sponsor, between the hours of 7:00am-3:00pm Monday – Friday.
It is recommended to call 708-202-8387 x 21322 prior to visit. The badging sponsor shall review the fingerprint request and transfer the details to a Special Agreement Check (SAC) form. The sponsor shall create a contractor profile in the US-Access sponsorship program.
Step 2:
Contractor shall go to Bldg. 17 HR/PIV office on Hines campus between the hours of 8am – 4pm Monday - Friday. The HR/PIV shall conduct electronic fingerprinting. After completion of fingerprints, the contractor shall inform Hines's Engineering Badging Sponsor. The

sponsor shall then submit package to the PSAC office starting the fingerprint adjudication processes.

Step 3:

Sponsoring takes approximately 2-7 days after PSAC package submission has cleared. After cleared by PSAC, personnel shall be “sponsored” within the US Access system. The Hines’s Engineering Badging Sponsor shall call the contractor to setup an appointment for badge pickup at Bldg. 17. The Contractor shall bring two forms of valid ID and it is the contractor’s responsibility to make this appointment. If this appointment is missed and needs to be rescheduled, it shall be at the contractor’s expense. The VA shall not provide funding for delays in badging due to missed appointments.

I. POINTS OF CONTACT

Available upon award

B.4 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Monthly UST compliance inspections Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment	16.00	EA	_____	_____
0002	Annual UST and AST compliance inspection Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment	1.00	JB	_____	_____
0003	Preventative Maintenance - decommissioning of two (2) ASTs at building 20. Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment	1.00	JB	_____	_____
1001	Preventative Maintenance - decommissioning of two (2) ASTs at building 20. Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028	16.00	JB	_____	_____

	PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			
1002		1.00	JB	_____ _____
	Annual UST and AST compliance inspection Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			
1003		1.00	JB	_____ _____
	Preventative Maintenance - one (1) UST 40,000-gallon polishing. Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			
2001		16.00	JB	_____ _____
	Monthly UST compliance inspections Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			
2002		1.00	JB	_____ _____
	Annual UST and AST compliance inspection Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			

2003	1.00	JB	_____	_____
	Preventative Maintenance - one (1) UST 40,000-gallon polishing. Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			
2004	1.00	JB	_____	_____
	Triennial UST Compliance Inspection. Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			
3001	16.00	JB	_____	_____
	Monthly UST compliance inspections Contract Period: Option 3 POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			
3002	1.00	JB	_____	_____
	Annual UST and AST compliance inspection Contract Period: Option 3 POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			

3003	1.00	JB	_____	_____
	Preventative Maintenance - one (1) UST 40,000-gallon polishing. Contract Period: Option 3 POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			
4001	16.00	JB	_____	_____
	Monthly UST compliance inspections Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			
4002	1.00	JB	_____	_____
	Annual UST and AST compliance inspection Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			
4003	1.00	JB	_____	_____
	Preventative Maintenance - one (1) UST 40,000-gallon polishing. Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 541620 - Environmental Consulting Services PRODUCT/SERVICE CODE: H335 - Inspection - Service and Trade Equipment			
			GRAND TOTAL	_____

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

FAR Number	Title	Date
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL	NOV 2023
52.203-17	PRODUCTS AND COMMERCIAL SERVICES CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
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
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL FAIR LABOR STANDARDS ACT AND SERVICE	MAY 2014
52.222-43	CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2025) (DEVIATION)HIRES	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER	NOV 2025

	SERVICE AND CONSTRUCTION CONTRACTS (DEVIATION)	
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-9	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS	MAY 2008
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.224-3	PRIVACY TRAINING	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.204-71	INFORMATION AND INFORMATION SYSTEMS SECURITY	FEB 2023
852.211-72	TECHNICAL INDUSTRY STANDARDS	NOV 2018
852.211-76	LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS ALTERNATE I	FEB 2023
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

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 5 calendar days before contract's performance period ends. The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.

(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 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 calendar 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 five (5) years.

(End of Clause)

C.4 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of Clause)

C.6 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026)

(a) Definitions. As used in this clause –

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

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

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

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

Positions/Tasks Designated as Non-Sensitive Positions – Tier 1/Low Risk
Positions/Tasks Designated as Non-Sensitive Positions – Tier 2/Mod Risk
Positions/Tasks Designated as Non-Sensitive Positions – Tier 4/High Risk

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

Tier 3:

Tier 5:

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

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this

contract and take those necessary steps that restrict the employee's logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

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

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

1. When no longer needed for contract performance.

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

3. Upon contract completion or termination.

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

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

1. Contractor/subcontractor employee name.

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

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

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

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

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

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

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

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

(End of Clause)

(End of Addendum to 52.212-4)

C.7 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

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

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

(i) [X] Services. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

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

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

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

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

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

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

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

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

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

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

Certification

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

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: P07 - WD2015-5017Rev32.05.13.2026.

SECTION E - SOLICITATION PROVISIONS

E.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The version of FAR 52.212-1 in the addendum is tailored for Simplified Acquisition Procedures and supersedes the current version of FAR 52.212-1 contained in the FAR.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

Submittal of Quote: Offerors shall submit quote by email to Justin.Lemke@va.gov by the solicitation due date. Please limit graphics or excessive large files during quote submission.

As part of their quote, offerors shall submit the following information:

(1) **Price: *pricing information should not be included in any technical submissions!**

a. Complete **SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS**

b. Fill in SF 1449 blocks 17a, 30a, 30b, and 30c on Page 1.
c. Fill in 1(a) on Page 2.
d. Provide the documentation below via email to Justin.Lemke@va.gov.

*VA has a maximum allowable incoming email size limitation including attachments of seven megabytes. Offerors submitting responses via email which exceed seven megabytes shall split their response into multiple email messages so as to not exceed the maximum allowable email size limitation. The VA is not responsible for late responses due to undelivered e-mails that exceed seven megabytes.

(1) Price shall be evaluated by the CO for the work required to determine reasonableness. If more than one offer is received, the prices from the offers will be entered into an abstract or documented in the CO's award decision. One or more of the techniques below will be used to ensure a fair and reasonable price:

a. Comparison of quoted prices received in response to the solicitation.

b. Comparison of quoted prices with the Independent Government Cost Estimate.

c. Comparison of quoted prices with available historical information.

(2)Technical Capability: The government will evaluate quotations in an impartial manner to determine whether offerors can meet or exceed government requirements as outlined in the solicitation. The Technical Evaluation Team (TET) will review all technical information submitted by the vendor and complete a Technical Evaluation. Offeror shall provide **proof of the ability to complete:**

a. On-site inspections of all tanks in Attachment 2, with VA personnel to verify the current state and conditions of the UST/AST systems. The site inspection shall be conducted by a certified Level A and B UST/AST Tank System Inspector and Illinois certified tank installer.

b. Written and photo documentation if emergency or damage is discovered.

c. Inspections that include the demonstration of the operation using real time monitoring systems used by VA personnel.

d. Spill and overfill protection, corrosion protection, leak detection, secondary containment, spill preparedness kits for response, reporting of releases, and applicable compliance requirements.

e. Annual, Monthly, Triennial Inspections in accordance with Occupational Safety and Health Administration, Environmental Protection Agency, Department of Veterans Affairs rules and the Illinois State Fire Marshal, regulations and policies.

f. Two (2) ASTs proper decommissioning and removal at Building 20

g. Preventative maintenance on all USTs/ASTSs to include fuel tank polishing on a case-by-case basis after reviewing monthly inspection reports

h. Base Year 0003 Preventative Maintenance shall be contractor pricing on decommissioning of two (2) ASTs at building 20.

• Contractors shall include bullet points of deliverables.

i. Contractors shall include exemption bullet points to work they shall not perform.

j. Line Items 0001, 1001, 2001, 3001, and 4001 shall contain monthly UST inspections.

k. Option Years 1003, 2003, 3003, and 4003 Preventative Maintenance shall be contractor pricing on one (1) UST 40,000-gallon polishing.

(3)Experience: The government may reach out to Points of Contact/Facilities provided by offerors to confirm experience performing these same services. The government may also consider experience information from sources other than those provided by the offerors. In comparing technically equivalent quotations, the CO may make an award to a higher priced offeror who has more experience than a lower priced offeror. Offeror should provide a narrative of their experience in performing similar or identical services that proves they have been providing this service for the past three (3) years.

The Government will give preference to offers received from VOSBs and additional preference to offers received from SDVOSBs. Preference shall be applied when all other factors (price, technical capability, and experience) are equal.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of Provision)

FAR Number	Title	Date
52.203-11		NOV 2025
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	FEB 1998
52.212-1	INSTRUCTIONS TO QUOTERS—COMMERCIAL ITEMS	
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
52.237-1	SITE VISIT	APR 1984
852.223-70	INSTRUCTIONS TO OFFERORS—SUSTAINABLE ACQUISITION PLAN	SEP 2019

E.7 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) *Basis for Award*. The Government will issue a purchase order to the responsible quoter whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The following factors shall be used to evaluate quotations:

(1) <*Technical or Quality*>

(2) <Experience>

(3) <*Price*>

(4) <*Veterans Involvement*> {**Pursuant to VAAR 813.003-70 (c) (2), to the extent that market research does not support an SDVOSB or VOSB set-aside, the Contracting Officer shall include evaluation factors prescribed at VAAR 815.304**}

(c) *Evaluation Approach*. The Government will evaluate quotations using the comparative evaluation process outlined in FAR 13.106-2 (b) (3), where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation, but is not required to do so. Each response must meet the minimum requirements of the solicitation. The Government is <*is not*> not requesting or accepting alternate quotations. The evaluation will consider the following:

(1) <*Technical or Quality*: *The government will evaluate quotations in an impartial manner to determine whether offerors can meet or exceed government requirements as outlined in the solicitation. The Technical Evaluation Team (TET) will review all technical information submitted by the vendor and complete a Technical Evaluation. Offeror shall provide proof of the ability to complete:*

a. On-site inspections of all tanks in Attachment 2, with VA personnel to verify the current state and conditions of the UST/AST systems. The site inspection shall be conducted by a certified Level A and B UST/AST Tank System Inspector and Illinois certified tank installer.

b. Written and photo documentation if emergency or damage is discovered.

c. Inspections that include the demonstration of the operation using real time monitoring systems used by VA personnel.

d. Spill and overfill protection, corrosion protection, leak detection, secondary containment, spill preparedness kits for response, reporting of releases, and applicable compliance requirements.

e. Annual, Monthly, Triennial Inspections in accordance with Occupational Safety and Health Administration, Environmental Protection Agency, Department of Veterans Affairs rules and the Illinois State Fire Marshal, regulations and policies.

f. Two (2) ASTs proper decommissioning and removal at Building 20

g. Preventative maintenance on all USTs/ASTSs to include fuel tank polishing on a case-by-case basis after reviewing monthly inspection reports>

(2) <Experience> The government may reach out to Points of Contact/Facilities provided by offerors to confirm experience performing these same services. The government may also consider experience information from sources other than those provided by the offerors. In comparing technically equivalent quotations, the CO may make an award to a higher priced offeror who has more experience than a lower priced offeror. Offeror should provide a narrative of their experience in performing similar or identical services that proves they have been providing this service for the past three (3) years.

(3) <*Price: The Government will evaluate the price by adding the total of all line item prices, including all options*. *The Total Evaluated Price will be that sum*.>

(4) <*Veterans Involvement*: *In accordance with Veterans Affairs Acquisition Regulation (VAAR) 852.215-70 (DEVIATION), Service-Disabled Veteran-Owned and Veteran-Owned Small Business (VOSB) Evaluation Factors, the Government will assign evaluation credit for a Quoter (i.e., prime contractor) which is a Service-Disabled Veteran-Owned Small Business (SDVOSB) or a VOSB. To receive credit, an offeror must be registered and verified in Vendor website SBA Veterans (https://veterans.certify.sba.gov) at time of quotation submission and at time of award and must meet federal small business size standards for*

the North American Industry Classification System (NAICS) code assigned to this solicitation. Non-SDVOSB/VOSB quotations that use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation Factor. Quoters must state in their quotations the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the website SBA Veterans (https://veterans.certify.sba.gov) and must meet federal small business size standards for the NAICS code assigned to this solicitation at time of both quotation submission and at time of award.>

The Government will give preference to offers received from VOSBs and additional preference to offers received from SDVOSBs. Preference shall be applied when all other factors (price, technical capability and experience) are equal.

(d) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options (including optional Contract Line Items, if applicable) to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will 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 will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes relative to each other, and will not affect the ranking of quotes based on price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise. Evaluation of options shall not obligate the Government to exercise the option(s).

E.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)