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

1. REQUISITION NO.	PAGE 1 OF
656-26-4-1436-0116	63

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C26326Q1016	08-07-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Erica Miller	319-688-3703	08-21-2026 5:00PM CDT

9. ISSUED BY CODE 36C263

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23

1303 5TH STREET, SUITE 300
CORALVILLE IA 52241

10. THIS ACQUISITION IS

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

NAICS: 561710

SIZE STANDARD: $17.5 Million

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

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

15. DELIVER TO CODE 36C656

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23

4801 Veterans Drive
St. Cloud MN 56303

16. ADMINISTERED BY CODE 36C263

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23

1303 5TH STREET, SUITE 300
CORALVILLE IA 52241

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
	Pest Control Management Services - STC Contractor to provide all materials, labor, transportation and services in accordance with the statement of work to fulfill the requirement's objectives for Pest Control Management Services. Base: 09/19/2026 to 09/18/2027 Option Year 1: 09/19/2027 to 09/18/2028 Option Year 2: 09/19/2028 to 09/18/2029 Option Year 3: 09/19/2029 to 09/18/2030 Option Year 4: 09/19/2030 to 09/18/2031 Wage Determination: Stearns 2015-4953				

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

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
656-3660162-1436-856200-2542-010056124
656-26-4-1436-0116
PO# - TBD

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
		Erica Miller Contracting Officer	

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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 36C263
DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23
1303 5TH STREET, SUITE 300
CORALVILLE IA 52241

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

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

[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Upon Delivery and Acceptance

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

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

AMENDMENT NO	DATE

B.2 SPECIFICATIONS / SOW

A. GENERAL:

1. OBJECTIVE: Per VHA Directive 1850.02, Pest Management Operations Program, it is the Veterans Health Administration (VHA) policy that Department of Veterans Affairs (VA) medical facilities effectively implement a pest management program that follows Integrated Pest Management (IPM) principles and promotes safe, efficient and environmentally preferred strategies, thereby preventing or controlling disease vectors and other pests that may adversely impact health, impede operations or damage property. **AUTHORITY:** 38 U.S.C. § 7301(b).

2. BUSINESS LICENSURE: The prime Contractor as well as all Sub-Contractors performing pest control duties must possess a current business license for pest control services in the state where contract execution is to be conducted and must directly employ a licensed and certified pesticide applicator in the state where the service is conducted. Preference will be given to QualityPro accredited pest control companies as endorsed by the National Pest Management Association (NPMA).

   NOTE: The prime vendor must adhere to individual business licensing laws as outlined in each State's pest control laws and regulations and meet all VHA requirements in accordance with VHA Directive 1850.02.

3. CONTRACTOR RESPONSIBILITIES: The Contractor shall provide all supervision, management, process oversight, laboratory testing, tools, supplies, equipment, pesticides, transportation, and labor to develop and implement an IPM plan for the St. Cloud VA Medical Center (656), 4801 Veterans Drive, St. Cloud, MN 56303. The Contractor shall execute IPM activities in a manner that prioritizes and safeguards the health, safety and well-being of patients, staff and visitors.

4. PEST MANAGEMENT OFFICER (PMO): For the purpose of this Performance Work Statement (PWS), the PMO is defined as the medical facility’s designated Pest Management Officer in accordance with VHA Directive 1850.02.

   PERFORMANCE PERIOD: The contract period of performance consists of one (1) base year of twelve (12) months and four (4) option years, each with a twelve (12) month performance period. The exercise of option years is at the sole discretion of the U.S.

government and subject to the government's needs. The specific period of performance shall be established at the time of the contract award.

5. TYPE OF CONTRACT: The Government anticipates a Firm Fixed Price contract for this requirement.

6. WORK HOURS (FOR EXECUTION OF SERVICES): The service schedule shall be established at the beginning of the period of performance and documented in writing. The schedule shall be developed collaboratively by the Contractor, Contracting Officer (CO), VA Representative, and the PMO.

    a. Normal routine services will occur once a week on Friday for the following timeframes (4:45pm to 7:30pm). It is expected that the Contractor be on site and perform work on these days and hours.

    b. The Contractor must physically sign-in upon arrival and sign-out on completion of each service visit in the onsite IPM logbook. Failure to sign-in or sign-out shall constitute non-compliance. While on site, the Contractor shall check in with designated facility representative(s) to review the status and progress of the IPM program and to address observed or reported pest management issues. This coordination is required for each visit.

    c. If special key or badge access is required for sensitive areas or outside regular hours, a written protocol will be developed between the Contractor, VA Representative, and PMO documenting the process and points of contact necessary to ensure all hour access for pest management services.

    d. Any work performed outside of normal business hours shall require prior approval from the VA Representative before commencement. The Contractor shall provide a minimum of no less than one (1) business day advance notice for all after-hour work requests. Exceptions to the advance notice requirement may be granted only when the COR or PMO determine the work constitutes an emergency.

7. FEDERAL HOLIDAYS: Federal holidays which are observed by the federal government are annotated below.

    a. New Year's Day

    b. Birthday of Martin Luther King, Jr.

    c. Washington's Birthday

    d. Memorial Day

e. Juneteenth National Independence Day

f. Independence Day

g. Labor Day

h. Columbus Day

i. Veterans Day

j. Thanksgiving Day

k. Christmas Day

l. Any additional day recognized as a federal holiday pursuant to a Presidential proclamation/order.

8. INTERFERENCE TO NORMAL FUNCTION: The Contractor shall suspend or modify work activities to prevent interference with normal facility operations, including but not limited to patient care, utility services, fire protection systems, as well as the safe passage of patients, staff, equipment and carts.

    a. In the event of an emergency, Contractor services may be suspended temporarily and rescheduled at no additional cost to the government.

    b. If access is required to secure areas, Contractor personnel shall request access from the VA Representative/PMO.

    c. Contractor will provide the VA Representative and the PMO with a contingency plan if the Contractor is unable to perform or provide services.

9. SCOPE OF CONTRACT AND CONTRACT MODIFICATIONS: The final contract will stipulate the responsibilities of the Contractor and/or the government. The Contractor and the government are required to adhere to the scope of the finalized contract. All modifications shall be initiated and approved by the Contracting Officer. The Contractor shall not receive payment for any work/services/deliverables that are/were not specifically authorized under the contract (as written or as modified).

10. CONTRACTOR STAFF/PERSONNEL QUALFICATIONS, EXPERIENCE, AND OTHER REQUIREMENTS: All personnel performing work and executing services/deliverables shall possess the necessary licensure, qualifications, and experience necessary to execute the specific tasks in this PWS. Unqualified individuals shall not perform work which is covered under the scope of the finalized contract at any time during the performance period.

11. REQUIREMENTS OF CONTRACTOR: The following requirements/stipulations are mandatory for Contractors/Contractor personnel (e.g., Commercial Pesticide Applicators, Technicians, Pest Helpers).

    a. Contractors shall be appropriately licensed and permitted in the State of Minnesota to perform structural or equivalent pest control services, including wood destroying insect control and public health or equivalent. Only Environmental Protection Agency (EPA) and the State of Minnesota Department of Agriculture approved pesticides, and equipment shall be used during the performance of services. All pesticides must be EPA registered and labeled for use in a hospital and healthcare environment.

    b. The Contractor and all personnel assigned to this contract shall be licensed and certified applicators or certified technicians in Minnesota, and fully compliant with applicable state licensing and regulatory requirements governing the mixing, handling and application of pesticides. Assigned personnel must be capable of performing pest identification and providing programmatic recommendations independently, without direct supervision, as defined by state requirements. Individuals supporting this contract shall possess current knowledge and demonstrated experience in the commercial application of pest control treatments and the execution of pest management services within a healthcare setting.

    c. The Contractor shall have appropriate certifications and licenses to perform yearly inspection for termite infestation and treatment if required by the facility.

    d. Basic proficiency in speaking, understanding, and writing English is required by the Contractor and Contractor personnel.

    e. While on VA premises, all Contractor personnel shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of the facility. This includes but is not limited to wearing/displaying identification badges and identifiable uniforms which specify the company they are representing.

    f. Regulations prohibit smoking on VA property. This includes use of cigarettes, cigars, pipes, any other combustion of tobacco and non-Federal Drug Administration (FDA) approved electronic nicotine delivery systems (ENDS), including but not limited to electronic or e-cigarettes, vape pens, or e-cigars.

    g. Contractor will ensure that employees assigned to this service contract have a general background check. Employees that do not meet security and clearance requirements shall not be allowed to perform work under this contract.

    h. It is the responsibility of the Contractor to park in the appropriate designated parking areas while on-site. Parking arrangements shall be coordinated between the government and Contractor at the beginning of the performance period before work begins. The medical facility/government will not/does not validate or

make reimbursement for parking violations for Contractor personnel under any circumstances.

12. SITE SPECIFIC REQUIRMENTS (ADDITIONAL CONTRACTOR QUALIFICATIONS): Assigned Technicians to the site are required to possess certification in Structural (or equivalent) and Health Related categories as acceptable to the Minnesota Department of Agriculture or other governing Boards of the State.

    a. If required, Technicians must also hold a Rodent Control License issued by the Minnesota Department of Agriculture or other governing Boards of the State.

    b. Apprentices or Pest Control Helpers are allowed to shadow and receive on-the-job training, provided that a Certified Applicator or Technician is always physically present on-site and remains within visual range of the Apprentice or Helper. Apprentice cards issued by the Minnesota Department of Agriculture will be provided to the VA Representative and PMO.

B. SPECIFICATIONS:

1. Contractor shall assume full responsibility for compliance with the following as they apply to IPM service in Department of Veterans Affairs (VA) medical facilities.

    a. VHA Directive 1850.02, Pest Management Operations Program
    b. VA Directive 0057, VA Environmental Management Program
    c. VHA Directive 7707, VHA Green Environment Management System and Governing Environmental Policy
    d. Federal Insecticide Fungicide Rodenticide Act (FIFRA)
    e. Environmental Protection Agency (EPA) guidance and regulations
    f. Occupational Safety and Health Administration (OSHA) regulations
    g. Federal, State, and local ordinances
    h. National Pest Management Association (NPMA) guidelines and best practices

NOTE: VA requirements for pest control may be more stringent than U.S., state, and local requirements.

2. The Contractor shall implement and maintain practices consistent with the requirements of the VA's Environmental Management System (EMS) and shall ensure that all personnel performing work under this contract are aware of and adhere to applicable environmental policies, procedures, and requirements. The Contractor shall promptly report any environmental incidents, spills, or potential violations to the VA Representative and take immediate corrective action as required. Failure to comply with these requirements may result in work stoppage, contract termination, or other remedies available to the government.

3. The Contractor shall conform to all federal, state, and local regulations governing examining and licensing of pest control operators, performance of pest control services, use of approved pest control chemicals and equipment, and proper disposal methods for all products/containers, which may be in effect for the area where the work under the contract is performed.

4. The Contractor shall develop and implement an IPM plan, and it must include operational and programmatic approaches that reduce food, water, harborage, and access used by pests. The Contractor's IPM plan shall include a pest surveillance/monitoring program, pest trending, pest trapping/removal, pesticide application, and all regulatory service reporting. The Contractor will provide detailed, site-specific recommendations for structural and technical alterations (indoor and outdoor) that exclude and manage pests within the property boundaries and near buildings and structures.

    a. The Contractor shall provide the VA Representative and PMO with maps identifying the locations of all interior and exterior pest monitoring devices, including but not limited to interior rodent traps, insect monitors, rodent bait stations, and insect light traps.

    b. All equipment used for insect and rodent monitoring services shall correlate with the approved maps and be documented in the logbook and reviewed with the VA Representative and PMO at least annually.

    c. All monitoring devices shall be assigned a unique identification number by the Contractor and the corresponding identification numbers will be annotated on the approved maps.

    d. All exterior rodent bait stations shall be properly marked and dated in accordance with local and State requirements.

5. Locations of IPM services are listed in Attachment 1.

6. The IPM plan requires approval by the VA Representative and PMO prior to implementation and will be submitted for review as part of the Contractor's contract submissions.

7. The Contractor's IPM plan must include but is not limited to the following tasks:

    a. Inspection of all areas to determine which pest management measures are appropriate and required to mitigate pest risks and infestations.

b. Identification of pest entry points and identifying and communicating/documenting necessary structural remediation recommendations, monitoring and follow up to ensure remediation actions are taken.

c. Communication of recommendations in writing to the VA Representative and PMO, which include environmental sanitation practices that restrict or eliminate food, water or harborage for pests and engineering practices that limit the entry of pests.

d. Selection and utilization of non-chemical control methods, which eliminate, exclude, or repel pests (e.g., traps, caulking, air curtains)

e. Collection of live and dead pests, and disposal of all pests off-site.

f. Selection and use of the most environmentally safe pesticide(s) that are labeled for use in medical facilities when chemical control is necessary.

g. Identification, removal, and cleanup of areas with droppings, feathers, and nesting materials that are known to be health concerns in ceilings, window ledges, crawl spaces or any other area in or around the medical center.

h. Monitoring of treated areas to ensure pest control measures were effective and that pests are not resistant to pesticide treatments.

i. At a minimum, all food service areas will be inspected weekly (e.g., Nutrition and Food Services (NFS) and Veteran Canteen Services (VCS)). Sensitive areas of the medical facility (e.g., Operating rooms (OR), Sterile Processing Services (SPS), Cath lab, endoscopy, other invasive procedure areas, Pharmacy and compounded sterile preparation (CSP) areas) will be inspected monthly at minimum. At a minimum, all patient treatment areas will be inspected semi-annually. Inspections will be documented in service reports, and any risks to health and property will be immediately reported to the VA Representative and PMO.

j. At a minimum, the exterior of buildings and parking structures on campus will be inspected for pest activity no less than monthly.

k. In the event the PMO determines that pest activity within patient care areas or other sensitive areas of the facility exceeds acceptable thresholds, the Contractor shall develop and submit a written corrective action plan to the VA Representative and the PMO. Pest presence and activity override minimum frequencies of inspection and must be addressed to extermination.

l. The corrective action plan shall outline a structured thirty (30) day improvement strategy and, at a minimum, include:

    i. Actions to reduce and eliminate pest activity.

    ii. Identification of sanitation, environmental, and structural conditions contributing to the pest activity.

iii. A list of proposed pesticide products and application methods.

iv. Pest monitoring documentation (e.g., spreadsheets or tables) tracking pest activity, numbers, and trends over time to evaluate treatment effectiveness and eradication progress.

.

NOTE: Although rare, fumigation and ultra-low volume (ULV)/thermal fogging treatments may be required in dire circumstances. These treatments require separate scheduling and prior approval by the VA Representative, PMO, Engineering and Safety for the convenience and safety of staff, visitors, patients, and the facility.

8. Pests included for management in the contract include but are not limited to:

a. General structural arthropod pests (e.g., cockroaches, ants, beetles, spiders, carpenter bees, earwigs, silverfish, occasional invaders etc.).

b. Flying insect pests (e.g., houseflies, stable flies, blow flies, dung flies, fruit flies, moth flies, fungus gnats, and Phorid flies etc.) which include drain, sink, or food disposal unit treatments for flies breeding in organic habitat.

c. Pests of public health concern (e.g., bed bugs, fleas, mites, ticks, bees, wasps, mosquitoes, scorpions, etc.). Control of mosquitoes includes identification of breeding habitat and larval control.

d. Stored product pests (e.g., saw tooth grain beetle, red flour or confused flour beetle, Trogoderma beetles, weevils, grain moths etc.)

e. Mice and rats (e.g., house mouse, field mouse, roof rat, Norway rats, etc.)

f. Pest birds (e.g., pigeons, English sparrows, blackbirds, starlings, grackles, geese, etc.)

g. Other vertebrate pests (e.g., dogs, cats, bats, squirrels, gophers, groundhogs, moles, skunks, snakes, rabbits, raccoons, etc.).

h. Aquatic pests (e.g., midge and mosquito larvae, algae etc.).

NOTE: If required, control of wood destroying organisms (e.g., subterranean termites, dry wood termites, wood boring beetles, fungi etc.) may be included. An additional service outline would be necessary.

C. INITIAL BUILDING INSPECTIONS:

Both primary and sub-contracted Contractor(s) shall complete a thorough initial, documented inspection of each building or site within the first ten (10) business days of the starting date of the contract. The purpose of the initial inspection is for the Contractor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, or management practices that are or could be contributing to pest issues or infestations. Access to building space shall be coordinated with the VA Representative and PMO. The VA Representative and/or PMO will inform the Contractor of restrictions or areas requiring special scheduling.

D. CALL BACKS:

1. EMERGENCY CALL BACK: The Contractor shall arrive on site at the facility within two (2) hours after receipt of notification by the VA Representative or designee, perform IPM Services to correct an emergent condition. This call back service shall be accomplished at no additional charge to the government.

2. NON-EMERGENT CALLS: Contractor shall arrive on site at the facility within four (4) hours for non-scheduled service requests without additional charge to the government.

3. ALL CALL BACKS: Contractor will report the response time and plan of action to the COR and PMO. Contractor will respond to all after hours voice messages within the time frame allotted for the type of call received. Response time will start at the time that notification is left for the Contractor. Emergency or after-hours point of contact information for the Contractor will be made available to the VA Representative and PMO.

E. REPORTING FOR SCHEDULED SERVICES:

CBOCs will report to the Clinic Coordinator or designee.

St. Cloud VA Medical Center Campus will report to Building 3 Room 213A.

F. SAFETY FACTORS:

All rodent bait stations that use rodenticides including all interior rodent traps shall be placed only at times and in areas approved by the VA Representative and the PMO. Rodent bait stations that utilize rodenticides shall be replaced as necessary and follow all manufacturers' recommendations. No pest control material or trap shall be placed where it may be recovered by patients, non-target animals, nor shall such material be allowed to contact food, cooking utensils, children, staff or patients.

NOTE: The Contractor shall not spray pesticides inside the medical facility without prior written approval from the PMO.

G. STORAGE AND PROHIBITIONS OF PEST CONTROL MATERIALS:

Storage of pest control materials or equipment on VA property is prohibited without the written approval of the VA Representative and PMO. In addition, per VHA Directive 1850.02, the use of the selective herbicide 2,4-Dichlorophenoxyacetic Acid (2,4-D) is banned on VA property.

H. QUALITY ASSURANCE SURVEILLANCE PLAN:

Table 1. Quality Assurance Surveillance Plan

PERFORMANCE BASED TASK	INDICATOR	STANDARD	QUALITY ASSURANCE
Weekly service hours.	Time-in and time-out logged. Total number of service hours.	Contractor utilizes designated logbooks and fulfills schedule of service hours.	Weekly review
Annual/Monthly/Weekly Inspections	Schedule of inspection	Contractor checks all traps for activity and completes inspections related to all pests annotated under the specifications section.	Monthly/Weekly Inspection/Review
Emergency Trouble Call Response	Time to respond after call	Contractor arrives within two (2) hours for Emergency calls.	100% inspection
Routine Trouble Call Response	Time to respond after call	Contractor arrives within eight (8) hours for Non-Emergent/Routine calls	100% inspection

Response to pest infestations or issues that impact facility operations	Action plan provided	Written 30-day plan and monitoring spreadsheet for pest numbers and products used till eradication.	100% inspection
Quarterly and annual reports	Written reports provided	Quarterly reports that annotate the total numbers and locations of pest sightings and pesticide applications on all VA property. A consolidated annual report, including historical trending of pests provided to the PMO each year contract is active.	Quarterly/Annual review
Record keeping	Accuracy and timeliness of records and required reports	Contractor maintains all required records and provides all required service reports on time. Reports are submitted to COR and PMO.	Monthly Inspections/Review

I. REQUIRED CONTRACTOR REPORTING:

1. After each service (scheduled or non-scheduled) Contractor personnel will submit documentation (service reports) that include but are not limited to:

   a. The name and company address of the individual who applied the pesticide.

   b. The location, including the building and room number and location(s) inside room(s) where pesticide was applied (e.g., along baseboards, crack/crevice, on windowsills, etc.).

   c. The target pest(s) against which the pesticide was applied.

   d. The date and time of application.

   e. The trade name of the pesticide applied.

   f. The federal Environmental Protection Agency registration number of pesticides.

   g. The rate of application or amount of the pesticide applied, and the total area treated. Square, cubic, or linear feet will be noted if applicable to the pesticide application.

   h. Pest monitoring activities (e.g., inspection of insect monitoring devices, insect light traps, rodent traps, rodent bait stations etc.).

   i. If pest monitoring devices or pest control devices are relocated, the Contractor will identify the number, location, and date devices were identified and moved.

2. Service reports and documentation will be provided to the PMO and VA Representative by the **end of the next business day**. If the service was performed on a Friday, Saturday, or Sunday, then the service report and documentation will be provided by end of the next business day (e.g., Monday). Service and pesticide application reports shall be provided by the Contractor/Company that performs the service on-site and must conform to Minnesota rules and laws regulating pest control business and operations.

3. The Contractor is responsible for supplying, completing, and submitting all reports required or requested by Federal, State, or local ordinances which pertain to any duties contained in the contract.

4. The Contractor will furnish the VA Representative and the PMO's office, prior to initial pesticide application, the trade names and chemical names of all approved pesticides/chemicals along with current labels and Safety Data Sheet (SDS). The Contractor shall supply this information as new products are submitted for approval to the VA Representative and PMO.

5. The Contractor will supply a quarterly report that annotates the total numbers and locations of pest sightings and pesticide applications on all VA property. A consolidated annual report, including historical trending of pests will be provided to the PMO each year that the contract is active.

J. CONTRACTOR PERSONNEL ID BADGES AND PARKING:

1. The Contractor shall provide the VA Representative and the PMO with a list of Contractor employees expected to enter the buildings to pick up confidential documents. While on VA premises, all Contractor personnel shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of the facility.

2. An access badge will be given to the Contractor's employees after completion of a background check. The Contractor employee must safeguard the access badge and immediately report any lost, stolen, or destroyed badges to the VA Representative or the PMO. All contract personnel must properly display their access badges while on the VA property. Access badges must be worn at or above the waist (facing forward). The Contractor will ensure the badges of Contractor personnel who quit or are terminated are returned to the VA within 3 working days of the event.

3. The Contractor shall be required to comply with all security policies and entrance requirements of the facility. All security policies/requirements must be met, and employees cleared prior to the Contractor performing work. Employees that cannot meet the security and clearance requirements shall not be allowed to perform work under this contract.

4. It is the responsibility of the Contractor personnel to park in the appropriately designated parking areas. Parking information shall be coordinated with each facility VA Representative or the PMO.

5. The VA does not validate or make reimbursement for parking violations of the Contractor’s personnel under any circumstance.

LIST OF AREAS/BUILDINGS TO BE SERVICED

- St. Cloud VA Medical Center Campus.
- Alexandria CBOC as needed for bed bugs.
- Baxter/Brainerd CBOC as needed for bed bugs.
- Montevideo CBOC as needed for bed bugs.
- (Future Site) Litchfield CBOC as needed for bed bugs.
- (Future Site) Cambridge CBOC as needed for bed bugs.

REFERENCES:

Code of Federal Regulations, Title 7. Accessed at:

https://www.ecfr.gov/current/title-7/section-205.271

Environmental Protection Agency, “Introduction to Integrated Pest Management”. Accessed at: https://www.epa.gov/ipm/introduction-integrated-pest-management

National Pest Management Association, “Pest Management Guidelines for Healthcare Facilities, A Guide for Pest Management Professionals”. Accessed at:

https://npmapwcdn-afabcafzhkfnebcs.z02.azurefd.net/media/epgcc12w/pest-managment-gudielines-for-healthcare-facilities_v10-1.pdf

QualityPro, The Mark of Excellence in Pest Management, QualityPro Credentials. Accessed at:

https://www.npmaqualitypro.org/available-credentials/qualitypro/

U.S. Code, Title 38 § 7301(b). Accessed at:

https://www.govinfo.gov/app/details/USCODE-2023-title38/USCODE-2023-title38-partV-chap73-subchapI-sec7301/context

VA Directive 0057, “VA Environmental Management Program”, October 25, 2022.

VHA Directive 1850.02, “Pest Management Operations Program”, December 22, 2022.

VHA Directive 7707, “VHA Green Environmental Management System and Governing Environmental Policy”, April 1, 2021.

B.3 PRICE/COST SCHEDULE

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12.00	EA	_____	_____
	ANNUAL PEST CONTROL CONTRACT 09/20/2026 TO 09/19/2027 EXTERIOR BAIT TRAPS AT SAINT CLOUD Contract Period: Base POP Begin: 09-19-2026 POP End: 09-18-2027 PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control MANUFACTURER PART NUMBER (MPN): N/A NATIONAL STOCK NUMBER: N/A LOCAL STOCK NUMBER: N/A				
0002		54.00	EA	_____	_____
	INTERIOR PEST CONTROL AT SAINT CLOUD Contract Period: Base POP Begin: 09-19-2026 POP End: 09-18-2027 PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control MANUFACTURER PART NUMBER (MPN): N/A NATIONAL STOCK NUMBER: N/A LOCAL STOCK NUMBER: N/A				
0003		12.00	EA	_____	_____
	ON CALL PEST CONTRL AT SAINT CLOUD Contract Period: Base POP Begin: 09-19-2026 POP End: 09-18-2027 PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control MANUFACTURER PART NUMBER (MPN): N/A NATIONAL STOCK NUMBER: N/A LOCAL STOCK NUMBER: N/A				
0004		8.00	EA	_____	_____
	ON CALL PEST CONTROL AT CBOC'S Contract Period: Base POP Begin: 09-19-2026 POP End: 09-18-2027 PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control MANUFACTURER PART NUMBER (MPN): N/A NATIONAL STOCK NUMBER: N/A LOCAL STOCK NUMBER: N/A				
0005		2.00	EA	_____	_____
	EXTERIOR BARRIER/CRAWLING INSECT CONTRL Contract Period: Base				

POP Begin: 09-19-2026
POP End: 09-18-2027
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

1001	12.00	EA	_____	_____

ANNUAL PEST CONTROL CONTRACT
Contract Period: Option 1
POP Begin: 09-19-2027
POP End: 09-18-2028
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

1002	54.00	EA	_____	_____

INTERIOR PEST CONTROL AT SAINT CLOUD
Contract Period: Option 1
POP Begin: 09-19-2027
POP End: 09-18-2028
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

1003	12.00	EA	_____	_____

ON CALL PEST CONTRL AT SAINT CLOUD
Contract Period: Option 1
POP Begin: 09-19-2027
POP End: 09-18-2028
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

1004	8.00	EA	_____	_____

ON CALL PEST CONTROL AT CBOC'S
Contract Period: Option 1
POP Begin: 09-19-2027
POP End: 09-18-2028
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

1005		2.00	EA	_____	_____

EXTERIOR BARRIER/CRAWLING INSECT CONTRL
Contract Period: Option 1
POP Begin: 09-19-2027
POP End: 09-18-2028
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

2001		12.00	EA	_____	_____

ANNUAL PEST CONTROL CONTRACT
Contract Period: Option 2
POP Begin: 09-19-2028
POP End: 09-18-2029
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

2002		54.00	EA	_____	_____

INTERIOR PEST CONTROL AT SAINT CLOUD
Contract Period: Option 2
POP Begin: 09-19-2028
POP End: 09-18-2029
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

2003		12.00	EA	_____	_____

ON CALL PEST CONTRL AT SAINT CLOUD
Contract Period: Option 2
POP Begin: 09-19-2028
POP End: 09-18-2029
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

2004		8.00	EA	_____	_____

ON CALL PEST CONTROL AT CBOC'S
Contract Period: Option 2
POP Begin: 09-19-2028
POP End: 09-18-2029
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A

NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

2005	2.00	EA	_____	_____

EXTERIOR BARRIER/CRAWLING INSECT CONTRL
Contract Period: Option 2
POP Begin: 09-19-2028
POP End: 09-18-2029
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

3001	12.00	EA	_____	_____

ANNUAL PEST CONTROL CONTRACT
Contract Period: Option 3
POP Begin: 09-19-2029
POP End: 09-18-2030
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

3002	54.00	EA	_____	_____

INTERIOR PEST CONTROL AT SAINT CLOUD
Contract Period: Option 3
POP Begin: 09-19-2029
POP End: 09-18-2030
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

3003	12.00	EA	_____	_____

ON CALL PEST CONTRL AT SAINT CLOUD
Contract Period: Option 3
POP Begin: 09-19-2029
POP End: 09-18-2030
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

3004	8.00	EA	_____	_____

ON CALL PEST CONTROL AT CBOC'S
Contract Period: Option 3
POP Begin: 09-19-2029
POP End: 09-18-2030

PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

3005		2.00	EA	_____	_____

EXTERIOR BARRIER/CRAWLING INSECT CONTRL
Contract Period: Option 3
POP Begin: 09-19-2029
POP End: 09-18-2030
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

4001		12.00	EA	_____	_____

ANNUAL PEST CONTROL CONTRACT
Contract Period: Option 4
POP Begin: 09-19-2030
POP End: 09-18-2031
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

4002		54.00	EA	_____	_____

INTERIOR PEST CONTROL AT SAINT CLOUD
Contract Period: Option 4
POP Begin: 09-19-2030
POP End: 09-18-2031
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

4003		12.00	EA	_____	_____

ON CALL PEST CONTRL AT SAINT CLOUD
Contract Period: Option 4
POP Begin: 09-19-2030
POP End: 09-18-2031
PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services
PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control
MANUFACTURER PART NUMBER (MPN): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

4004		8.00	EA	_____	_____

	ON CALL PEST CONTROL AT CBOC'S Contract Period: Option 4 POP Begin: 09-19-2030 POP End: 09-18-2031 PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control MANUFACTURER PART NUMBER (MPN): N/A NATIONAL STOCK NUMBER: N/A LOCAL STOCK NUMBER: N/A				
4005		2.00	EA	_____	_____
	EXTERIOR BARRIER/CRAWLING INSECT CONTRL Contract Period: Option 4 POP Begin: 09-19-2030 POP End: 09-18-2031 PRINCIPAL NAICS CODE: 561710 - Exterminating and Pest Control Services PRODUCT/SERVICE CODE: S207 - Housekeeping - Insect/Rodent Control MANUFACTURER PART NUMBER (MPN): N/A NATIONAL STOCK NUMBER: N/A LOCAL STOCK NUMBER: N/A				
				GRAND TOTAL	_____

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

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

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

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

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

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

(i) *Payment—*

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest.*

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

becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by FAR part 33 if—

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

(q) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

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

(4) Addenda to this solicitation or contract,

(5) Solicitation provisions incorporated in the solicitation.

(6) Other paragraphs of this clause.

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

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

C.2 52.217-8 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 fifteen (15) calendar days prior to contract expiration.

(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 fifteen (15) calendar days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) 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 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 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits

(End of Clause)

C.6 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.7 52.223-23 SUSTAINABLE PRODUCTS (NOV 2025) (DEVIATION)

(a) Definitions. As used in this clause—

Sustainable products means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (*https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products*).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/)

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) Requirements. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2)Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of Clause)

C.8 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.9 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026)

(a) Definitions. As used in this clause –

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

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

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

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

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

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

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

Tier 3:

Tier 5:

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

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

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

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

1. When no longer needed for contract performance.

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

3. Upon contract completion or termination.

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

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

1. Contractor/subcontractor employee name.

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

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

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

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

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

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

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

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

(End of Clause)

C.10 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:

[X] 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.11 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

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

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

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

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

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

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

fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

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

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

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

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

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

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

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

Certification

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

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

FAR Number	Title	Date
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
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
52.232-36	PAYMENT BY THIRD PARTY (DEVIATION)	NOV 2025
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
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

SECTION E - SOLICITATION PROVISIONS

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

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

(1) The solicitation number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of Provision)

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

Provisions that are incorporated by reference 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 provisions are incorporated into 52.212-1 as an addendum to this solicitation:

(b) Submission of Offers:

TECHNICAL QUESTIONS:

Technical questions shall be accepted by the Government in writing no later than 5:00pm Central Standard Time (CST), 08/14/2026. Please list "Technical Questions – Solicitation 36C26326Q1016" in subject line of e-mail and send to Erica Miller, Contracting Officer, at erica.miller5@va.gov. Please include in your questions the section of the solicitation/page number of the solicitation it is in reference to.

OFFER SUBMITTAL INSTRUCTIONS:

Offeror shall submit offers by Due Date/Time specified in Block 8 of Standard Form (SF) 1449 of solicitation to Erica Miller, Contracting Officer, at erica.miller5@va.gov

Subject line of e-mail shall be “Quote – Solicitation 36C26326Q1016” in subject line.

Offer shall also include the following, submitted as one single document, not to exceed 30 pages in minimum 11-point Arial, Calibri, Courier, or Times New Roman font:

a) Signed Standard Form (SF) 1449 page of solicitation

b) Signed SF30 Forms acknowledging solicitation amendments, if applicable

c) Offerors shall state their ability to meet the limitations on subcontracting as listed in Section C.11 of solicitation. The offeror shall provide narrative information with their quote to demonstrate their ability to meet this requirement, including what percentage, if applicable, they would be subcontracting to other businesses, to also include name of business, point of contact, point of contact e-mail, and point of contact phone number.

d) Offerors must state their understanding of the requirements to pay in accordance with the Service Contract Labor Standards. The resulting contract is subject to the applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). Reference FAR Clause 52.222-41 and Solicitation Attachment 1 (USDOL Wage Determinations). Each service employee employed in the performance of the contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in Solicitation Attachment 1 (USDOL Wage Determinations). The offeror shall provide narrative information with their quote to demonstrate their ability to meet this requirement.

e) Offeror shall provide narrative providing description of existing capability to meet the requirements contained in Section B.2 (Statement of Work). Narrative should be in as much detail as possible to fully explain the proposed technical approach. Narrative shall reflect a clear understanding of the nature of the work being undertaken. Narrative shall include information on how the work is to be organized, staffed, and managed.

f) Pricing: Contractor shall submit pricing in accordance with format listed in B.3 (Price Schedule); firm fixed pricing shall include all labor, overhead, profit, materials, and associated costs of the like to provide services to VA NWI Health Care System. Pricing may be submitted in PDF or Microsoft Excel format similar to B.2 (Price Schedule), but pricing shall not be handwritten on B.2 (Price Schedule) and submitted on that basis.

(g) Period for acceptance of offers is changed to: The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers.

(End of Provision)

(End of Addendum to 52.212-1)

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

(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.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Mailing Address:

Erica Miller – erica.miller5@va.gov

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

(End of Provision)

E.5 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.6 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation 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 in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

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

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $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 pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

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

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

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(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 offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant 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 undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at *https://dibnet.dod.mil*.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of Provision)

E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

FAR Number	Title	Date
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

ADDENDUM to 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

(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. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) Technical

(2) Past Performance
(3) Veterans Involvement
(4) Price

(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 not requesting or accepting alternate quotations. The evaluation will consider the following:

(1) *Technical or Quality*: *The quotation will be evaluated to the extent to which it can meet and/or exceed the Government's requirements as outlined in the solicitation and based on the information requested in the instructions to quoters section of the solicitation.*

(2) *Past Performance: The past performance evaluation will assess the relative risks associated with a quoter's likelihood of success in fulfilling the solicitation's requirements as indicated by the quoter's record of past performance. The past performance evaluation may be based on the contracting officer's knowledge of and previous experience with the supply or service being acquired; Customer surveys, and past performance questionnaire replies; Contractor Performance Assessment Reporting System (CPARS) at* http://www.cpars.gov/*; or any other reasonable basis.*

(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*.