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

1. REQUISITION NO.: 636-26-4-5058-0183

2. CONTRACT NO.:

3. AWARD/EFFECTIVE DATE:

4. ORDER NO.:

5. SOLICITATION NUMBER: 36C26326Q0992

6. SOLICITATION ISSUE DATE: 07-31-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Amanda Patterson-Elliott

b. TELEPHONE NO. (No Collect Calls): 319-688-3578

8. OFFER DUE DATE/LOCAL TIME: 08-17-2026 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:
- [X] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 238220

SIZE STANDARD: $19 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING: N/A

14. METHOD OF SOLICITATION

- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE

DEPARTMENT OF VETERANS AFFAIRS
VA NWI HEALTH CARE SYSTEMS

4101 WOOLWORTH AVE.
OMAHA, NE 68105

16. ADMINISTERED BY — CODE

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
	This is a Request for Quotes for HVAC system repairs for the NWI - Omaha VA Medical Center, as described in the attached Statement of Work. This is a total small business set-aside. A Site Visit is scheduled for this requirement on: August 11, 2026 at 9:00am CST Further details are provided in the SOW. Technical questions must be received via email no later than 10:00am CST on August 13, 2026. Quotes must be received no later than 10:00am CST on August 18, 2026. Submit all technical questions and quotes to: amanda.patterson-elliott@va.gov (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA (See CONTINUATION Page)
636-3660162-5058-854200-2548-010055592
636-26-4-5058-0183

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

- [X] 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 ONE 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)
Amanda Patterson-Elliott
VA-VHA-RPOC-2026-0038

31c. DATE SIGNED

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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

[X] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Upon completion 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 STATEMENT OF WORK

STATEMENT OF WORK

Project Name: HVAC Converter Repairs & Deficiencies

Location of Services

OMAHA VAMC, 4101 Woolworth Avenue, Omaha, NE 68105

A Site Visit is scheduled for this requirement.

Site Visit Details:

Date: 8/11/2026 at 9:00am CST

Interested parties shall report to the Engineering Office, Roob B618, located in the basement of the main hospital building.

For day-of-site visit access or if you are lost while traveling to the meeting location, contact Niko Poulos at (402) 740-0771. This point of contact is not authorized to respond to solicitation, technical, or contractual questions. All questions regarding this solicitation shall be submitted to the Contracting Officer in accordance with the solicitation instructions.

SCOPE OF WORK OVERVIEW

If any of the projects listed below that affect patient care or equipment directly involved in patient care must be done after hours, weekends, or coordinating with affected in advance to schedule downtime. If the equipment in the affected area must be shut down for prolonged period, contractor is to provide temporary solution to ensure area can still perform patient care related duties.

AC Plant -Tube and shell heat exchanger 1

- Replace converter one tube bundle and gaskets, current one is compromised, glycol is being diluted due to a leak.

    1. Contractor to take apart existing converter.
    2. Contractor is to do a one-to-one or equivalent replacement of existing tube bundle.
    3. Contractor is to ensure converter is connected properly to the BMS and tested to show compatibility with existing system.
    4. Damaged or removed insulation should be restored to original state.

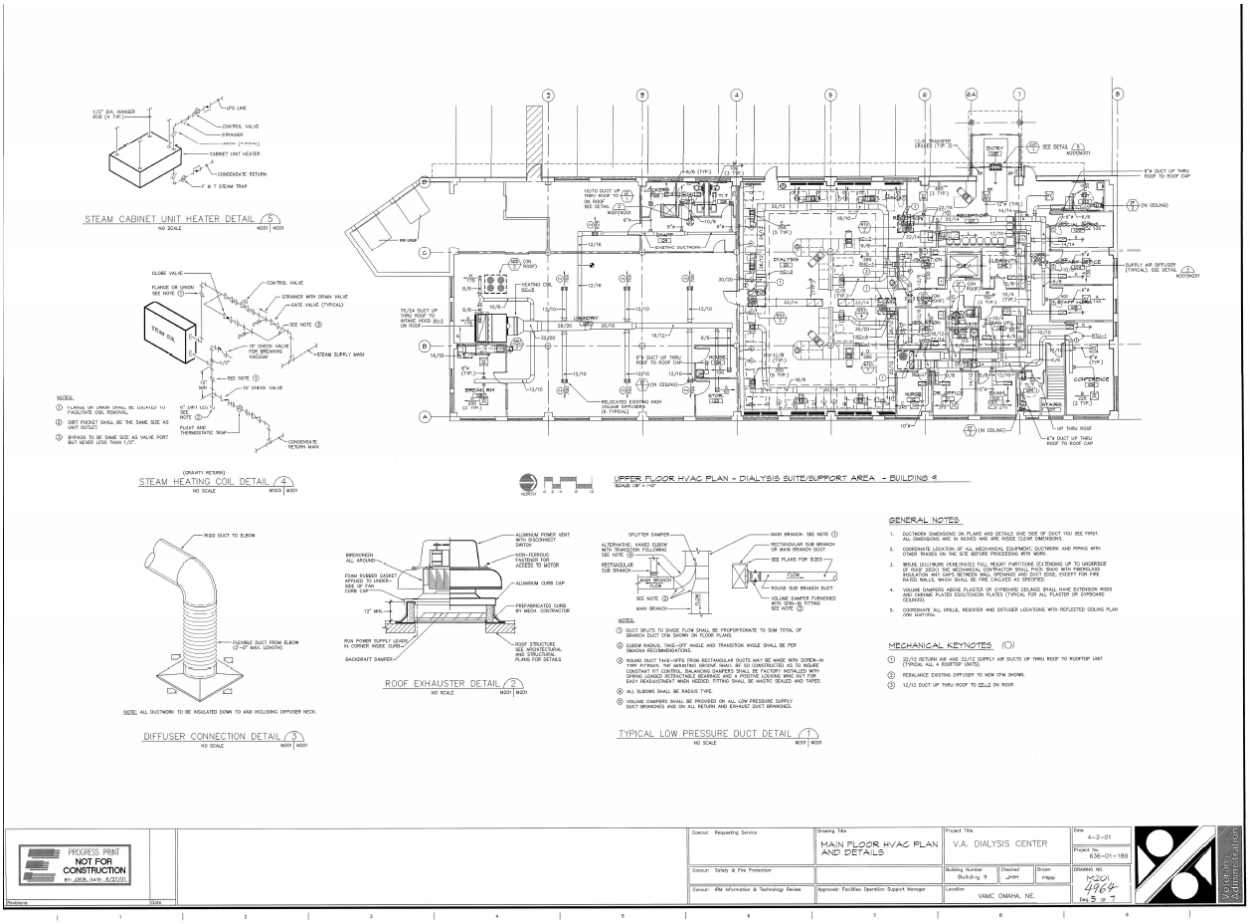
5. Contractor is to test for any deficiencies such as leaks, cracks, and dilution of glycol within system, etc.
   Converter Serial #: 154511-01
   Part# BY526012108001
   Bell & Gossett: SU 129-2

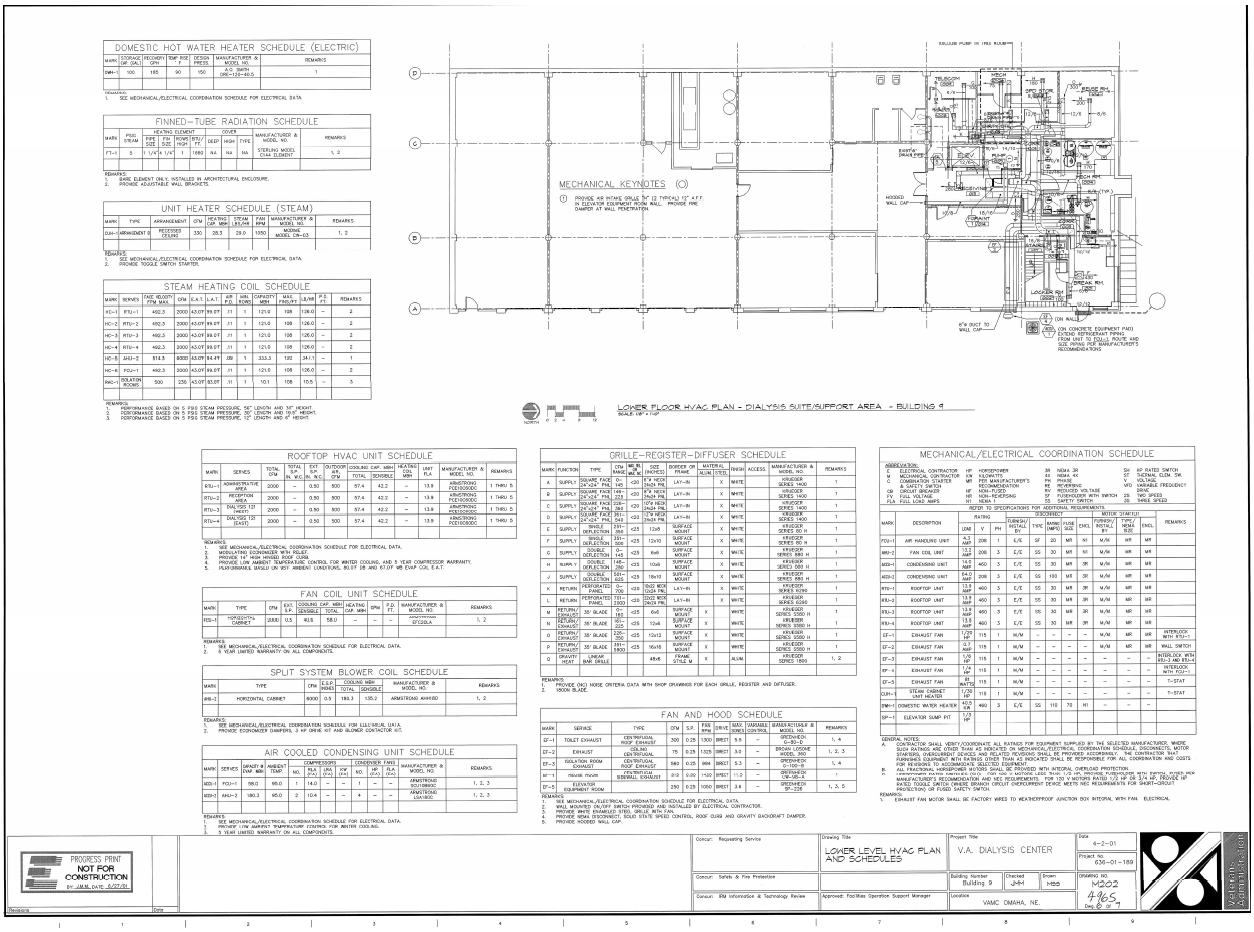
Sleep Room 6506 – Steam Coil and Trap Replacement

1. Contractor to take apart existing coil.
2. Contractor is to do a one to one or equivalent replacement of existing coil and add steam trap.
3. Contractor is to ensure coil and steam trap is connected properly and tested to show compatibility with existing system.
4. Contractor is to test for any deficiencies such as leaks, cracks, etc.
5. Work Performed on Saturday.
6. Ensure free egress around work area in corridor during all work.

Building 9 – Steam Coil and Valve Replacements

- Replace 7 coils in reception area, add 7 filter banks for coils, add 7 steam traps. Replace (7) 2way control valves, coils, and actuators associated with flow control through the coils that were replaced and ensure that the new actuators are connected to the BMS. Provide re-insulation.
- Refer to mechanical drawing for additional layout information.


STEAM CABINET UNIT HEATER DETAIL 5
NO SCALE
STEAM HEATING COIL DETAIL 4
NO SCALE
UPPER FLOOR HVAC PLAN - DIALYSIS SUITE/SUPPORT AREA - BUILDING 9
DIFFUSER CONNECTION DETAIL 3
NO SCALE
ROOF EXHAUSTER DETAIL 2
NO SCALE
TYPICAL LOW PRESSURE DUCT DETAIL 1
NO SCALE
GENERAL NOTES
MECHANICAL KEYNOTES
MAIN FLOOR HVAC PLAN AND DETAILS
V.A. DIALYSIS CENTER
PROGRESS PRINT
NOT FOR CONSTRUCTION



- Any work in BLDG 9 (Dialysis) needs to be done after hours Monday-Saturday 0700-3:30 pm.

  1. Contractor to take apart existing coil.
  2. Contractor is to do a one to one or equivalent replacement of existing coil.
  3. Contractor is to ensure coil is connected properly and tested to show compatibility with existing system.
  4. Qty 5 - Unit Tag: Job No. 32276A - Replacement Rev0 Coil: FSL-500x30.0-1R-.0F-WR-N Steam Distributing Coil 5/8 x 0.049 Stnls 304 Tubes 0.014 Al 1100 Fins at 9 fpi 16 Ga Galvanized Steel Casing side pan Stacking Flanges.
  5. Qty 2 - Unit Tag: Job No. 32276B - Replacement Rev0 Coil: BSL-300x12.0-1R-0.0F-WR-N Basic Steam Coil 5/8 x 0.049 Stnls 304 Tubes 0.014 Al 1100 Fins at 10 fpi 16 Ga Galvanized Steel Casing side pan Stacking Flanges.
  6. Replace all actuator controls in building 9.
  7. Contractor is to ensure new controls are Andover/Schneider Electric EcoStruxure or at least compatible with those systems.
  8. Ensure controls are connected to hospital Building Automation System (BAS).
  9. Contractor is to install new belimo valves or those that meet the salient characteristics into new coils.
  10. Contractor is to ensure that new belimo valves are working with control system. & can be open and closed through the BAS.

Microbiology Preheat Glycol Pump Skid Replacement

- Armstrong Heat Transfer Package Model#: IPS-3002
  Serial#: P0008001
  System Flow: 50 US GPM
  System Head: 20 FT
  System Power Supply: 460V

  1. Contractor is to replace skid with one meeting the salient characteristics of skid listed above. As well as being piped in parallel with ability to isolate single pump for maintenance.
  2. Contractor is to install and ensure new preheat pump is connected properly to the BMS and tested to ensure compatibility and function with existing system.
  3. Ensure contractor is to replace old skid and heat pump with one-to-one replacement, or one that meets necessary requirements.
  4. Contractor to remove and properly dispose of and replace existing glycol per EPA State & Federal regulations.
  5. Contractor is to test for any deficiencies such as leaks, cracks, etc.

Cross-Connection Investigation and Report

1. Contractor is to investigate and submit a report of findings on where cross connection for hot and cold-water loops throughout VAMC (focusing on starting in basement through floor 4) and propose a solution on how to address cross connection.
2. Water is not getting hot or cold, rather staying warm or lukewarm, indicating that there is a cross-connection issue.

AC Plant – ISO Plug Valve Replacements

- Work is expected to occur during or after hours when ambient temperatures hover between 50-65 degrees.
- Contractor is to find and remove old plug valves located throughout BLDG 17 AC Plant and replace them with the following:

  1. 2.5” isolation plug valve = Quantity 8
  2. 3” isolation plug valve = Quantity 4
  3. 4” isolation plug valve = Quantity 4
  4. 3” 3-way Control Isolation Valve with 24-volt actuator with modulating 2-10 volt control. Summer Winter
  5. 4” Control Isolation Valve with 24-volt actuator with modulating 2-10 volt control. Summer Winter
  6. 6” Control Isolation Valves Floor 5-11.
  7. 3” 3-way Control Valve with 24-volt actuator with modulating 2-10 volt control.
  8. 4” 3-way Control Valve with 24-volt actuator with modulating 2-10 volt control.
  9. 2.5” 3-way Control Valve with 24-volt actuator with modulating 2-10 volt control. (Quantity 2).

OR5/7 Reheat Steam Coil Replacement

- Any work being done in the Operating Room (OR) shall be done within a HEPA cart only in OR rooms.

    1. Contractor to take apart existing coil.
    2. Contractor is to do a one to one or equivalent replacement of existing coil and add steam trap.
    3. Contractor is to ensure coil and steam trap is connected properly and tested to show compatibility with existing system.
    4. Contractor is to test for any deficiencies such as leaks, cracks, etc.
    5. Contractor to restore ceiling access and any other related work areas to original state upon completion of required tasks.
    6. Work to be performed after normal work hours (0500-1700) or weekends with coordination of OR staff.

AHU 2 Cath Lab Fan Replacement

- All work is to be done after normal working hours.

    1. Replace two pillow block bearings on the fan shaft.
    2. Replace motor slide base with factory original.
    3. Drill cracks (in fan base skid) at end points of existing cracks to minimize spreading.
    4. Repair(weld) cracks on fan base mounting.
    5. Check fan shaft for any potential deflection.
    6. Rotational balancing of fan assembly once reassembled.

PACU Room# 4064 Reheat Steam Coil Replacement

- All work is to be done after normal working hours to minimize disruptions to hospital.

    1. Isolate and LOTO Steam Coil and AHU that serves area.
    2. Prep area for work.
    3. Remove ceiling grid to gain access to work area.
    4. Disassemble duct work and steam piping to remove heat exchanger.
    5. Remove Steam Coil and replace it.
    6. Contractor is to ensure coil is connected properly and tested to show compatibility with existing system.
    7. Reinstall duct work.
    8. Check for leaks and proper connections.

Safety

Contractor shall ensure enforcement with OSHA safe work practices including but not limited to 29 CFR 1910.147 for lock out tag out of all energy sources. All lift plans shall be provided and approved by VA engineering personnel in advance of work. Contractor shall ensure that all breaker panel schedules are updated as equipment is added or removed.

Contractor shall ensure compliance and post a copy of the latest PCRA and ICRA forms at all jobs sites with Category C, low risk and utilize VA PCRA and ICRA forms found at

- VHA PCRA: http://vaww.hefp.va.gov/resources/vha-pre-construction-risk-assessment-pcra
- VHA ICRA: http://vaww.hefp.va.gov/resources/vha-infection-control-risk-assessment-icra

Work Hours Expected

The contractor shall limit all patient, or staff impacts by phasing work during or after hours. Normal business hours are 0730-1600. Should services provided not impact on patient or staff services work can be performed during normal business hours. Questions on local facility impacts and work proposed by the contractor shall be directed to the contracting officer representative for approval of work to be performed during or after hours.

Kickoff Meeting

The general contractor shall schedule a kickoff meeting no later than **5 business days** following notice to proceed. At a minimum the local site COR, and the contracting officer shall attend. The contractor shall provide an agenda in preparation of the meeting. The contractor shall take meeting minutes and shall email these notes to all parties included in the meeting invite. At a minimum the contractor shall provide the general contractor contact information that can be reached 24/7 as well as subcontractors, and any required onsite coordination for inspection, testing or deliveries during the duration of the period of performance, any hazards expected, preconstruction risk assessments where applicable and infection control risk assessments where applicable

Certifications

It is the expectation that all contractors meet the below qualifications. If contracted employees change from the proposal provided in the solicitation the general contractor shall provide credentials for VA review and approval prior to work.

General contractor shall provide one OSHA "**Competent Person**" (CP) to be physically present at all job sites. This individual shall be directly employed by the general contractor with authority to speak on behalf of the general contractor. This individual shall be capable of identifying existing and predictable hazards in the surroundings and working conditions which are unsanitary, hazardous or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them (see 29 CFR 1926.32(f)). The prime contractor(s) are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that Mishap prevention responsibilities are being carried out. This individual shall have a current OSHA 30 certification and provide no less than 3 years' worth of job related experience similar to that being asked in this contract.

Where work **Qualified Persons** shall as defined in NFPA 70, Article 100 have demonstrated skills and knowledge related to the construction and operation of electrical equipment and

installations and received safety training to identify the hazards and reduce the associated risk. Training must be classroom, on-the-job or a combination of the two. The type and extent of training must be proportionate to the risk to the employee. The general contractor shall provide qualified persons that are licensed journeyman or master electricians for Nebraska. Licensure of each qualified person shall be provided as well as training certifications

HVAC technicians shall provide evidence of having met the qualifications of qualified person above. Technicians shall provide EPA 608 technician certification. Technicians shall provide training certifications for the equipment involving servicing or shall provide NATE certification in its place.

General Requirements

Shall contractors' work involve any of the below the stated requirement shall be met.

All work shall comply with the most recent edition of USACE EM 385-1-1, comply with 29 CFR 1926, comply with 29 CFR 1910 as incorporated by reference within 29 CFR 1926, comply with ASSP A10.34, and all applicable federal, state, and local laws, ordinances, criteria, rules and regulations. Submit matters of interpretation of standards for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements govern except with specific approval and acceptance.

All electrical work shall comply with VHA Directive 1028, NFPA 70 (NEC), NFPA 70B, NFPA 70E, 29 CFR Part 1910 Subpart J – General Environmental Controls, 29 CFR Part 1910 Subpart S – Electrical, and 29 CFR 1926 Subpart K.

All installation, maintenance, and servicing of equipment or machinery shall comply with 29 CFR 1910.147 except for specifically referenced operations in 29 CFR 1926

All hot work shall be safeguarded in accordance with NFPA 241 and NFPA 51B. Hot work permits shall be issued daily for work in accordance with local policy.

All confined space entry shall comply with 29 CFR 1926, Subpart AA except for specifically referenced operations in 29 CFR 1926.

All floor and wall openings shall comply with 29 CFR 1926 Subpart M and EM 385-1-1.

The fall protection (FP) threshold height requirement is 4ft for ALL WORK in government occupied sites, unless the OSHA 29 CFR 1926 or EM 385-1-1 requirements are more stringent. All work at or above this threshold shall meet OSHA or EM 385-1-1 whichever is more stringent.

Contractor shall maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241

Contractors shall follow <u>OSHA standard 1926.405(a)(2)(i) when applicable which states temporary wiring shall be removed immediately upon completion of construction or the purpose for which the wiring was installed.</u>

Government Furnished Property or Space

The contractor will not be provided government furnished property. Contractor equipment shall be removed or approved on a case-by-case basis by the contracting officer representative. The government is not liable for theft or security of such equipment if approved.

Job Hazard Analysis

Shall any of the below hazards be expected or present themselves during the work, an activity hazard analysis also known as a job hazard analyses, job safety analyses and activity safety analyses shall be performed meeting all of the requirements from the below. Deviations will only be approved by the contracting officer.

	Job Site Risks associated with the below
1)	Emergency response;
2)	Contingency for severe weather;
3)	Fire Prevention;
4)	Medical Support;
5)	Posting of emergency telephone numbers;
6)	Prevention of alcohol and drug abuse;
7)	Site sanitation (housekeeping, drinking water, toilets);
8)	Night operations and lighting;
9)	Hazard communication program;
10)	Welding/Cutting “Hot” work;
11)	Electrical Safe Work Practices (Electrical LOTO/NFPA 70E);
12)	General Electrical Safety;
13)	Hazardous energy control (LOTO);
14)	Site-Specific Fall Protection & Prevention;
15)	Excavation/trenching;
16)	Asbestos abatement;
17)	Lead abatement;
18)	Crane Critical lift;
19)	Respiratory protection;
20)	Health hazard control program;
21)	Radiation Safety Program;
22)	Abrasive blasting;
23)	Heat/Cold Stress Monitoring;
24)	Crystalline Silica Monitoring (Assessment);
25)	Demolition plan (to include engineering survey);
26)	Formwork and shoring erection and removal;
27)	Pre-Cast Concrete;
28)	Public (Mandatory compliance with ANSI/ASSP A10.34-2012);
29)	Sub-contractor or cross-trade coordination;

Before beginning each work activity involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or sub-contractor is to

perform the work, the Contractor(s) performing that work activity shall prepare an AHA (Example electronic AHA forms can be found on the US Army Corps of Engineers web site)

AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk.

Work shall not begin until the AHA for the work activity has been accepted by the Contracting Officer Representatives and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives at preparatory and initial control phase meetings.

The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by OSHA, EM 385-1-1, or other State and Local agencies) shall be identified and included in the AHA. Certification of their competency/qualification shall be submitted to the contracting officer representative for acceptance prior to the start of that work activity.

The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

If more than one Competent/Qualified Person is used on the AHA activity, a list of names shall be submitted as an attachment to the AHA. Those listed must be Competent/Qualified for the type of work involved in the AHA and familiar with current site safety issues.

If a new Competent/Qualified Person (not on the original list) is added, the list shall be updated (an administrative action not requiring an updated AHA). The new person shall acknowledge in writing that he or she has reviewed the AHA and is familiar with current site safety issues.

Submit AHAs to the contracting officer, primary contracting officer representative and alternate contracting officer representative. Included with AHA's for any electrical work shall include a contractor provided simplified one line diagram indicating all potential power sources and after work ensuring corrections to such diagram occur.

TMS Training Requirement: TMS 20939 No Access Training is required for all contracting personnel

National Archives and Records Administration (NARA) Records Management Language for Contracts RECORDS MANAGEMENT OBLIGATIONS

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

Definitions
"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies,

decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.
The term Federal record:
includes Department of Veteran Affairs records.
does not include personal materials.
applies to records created, received, or maintained by Contractors pursuant to their Department of Veteran Affairs contract.
may include deliverables and documentation associated with deliverables.

Requirements
Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
Department of Veteran Affairs and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of Department of Veteran Affairs or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to Department of Veteran Affairs. The agency must report promptly to NARA in accordance with 36 CFR 1230.

The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract action. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government’s behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer

required, it shall be returned to Department of Veteran Affairs control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract action. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

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

The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with Department of Veteran Affairs policy.

The Contractor shall not create or maintain any records containing any non-public Department of Veteran Affairs information that are not specifically tied to or authorized by the contract.
The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
The Department of Veteran Affairs owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which Department of Veteran Affairs shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take Department of Veteran Affairs-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.
[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]
Flowdown of requirements to subcontractors

The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract action, and require written subcontractor acknowledgment of same.
Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE FOR INCLUSION INTO CONTRACTS

1.1. GENERAL

1.1.1. This entire section applies to all acquisitions requiring any Information Security and Privacy language. Contractors, contractor personnel, subcontractors and subcontractor personnel will be subject to the same federal laws, regulations, standards, VA directives and handbooks, as VA personnel regarding information and information system security and privacy.

1.2. VA INFORMATION CUSTODIAL LANGUAGE

1.2.1. The Government shall receive unlimited rights to data/intellectual property first produced and delivered in the performance of this contract or order (hereinafter “contract”) unless expressly stated otherwise in this contract. This includes all rights to source code and all documentation created in support thereof. The primary clause used to define Government and Contractor data rights is FAR 52.227-14 Rights in Data – General. The primary clause used to define computer software license (not data/intellectual property first produced under this contractor or order) is FAR 52.227-19, Commercial Computer Software License.

1.2.2. Information made available to the contractor by VA for the performance or administration of this contract will be used only for the purposes specified in the service agreement, SOW, PWS, PD, and/or contract. The contractor shall not use VA information in any other manner without prior written approval from a VA Contracting Officer (CO). The primary clause used to define Government and Contractor data rights is FAR 52.227-14 Rights in Data – General.

1.2.3. VA information will not be co-mingled with any other data on the contractor’s information systems or media storage systems. The contractor shall ensure compliance with Federal and VA requirements related to data protection, data encryption, physical data segregation, logical data segregation, classification requirements and media sanitization.

1.2.4. VA reserves the right to conduct scheduled or unscheduled audits, assessments, or investigations of contractor Information Technology (IT) resources to ensure information security is compliant with Federal and VA requirements. The contractor shall provide all necessary access to records (including electronic and documentary materials related to the contracts and subcontracts) and support (including access to contractor and subcontractor staff associated with the contract) to VA, VA's Office Inspector General (OIG), and/or Government Accountability Office (GAO) staff during periodic control assessments, audits, or investigation

1.2.5. The contractor may only use VA information within the terms of the contract and applicable Federal law, regulations, and VA policies. If new Federal information security laws, regulations or VA policies become applicable after execution of the contract, the parties agree to negotiate contract modification and adjustment necessary to implement the new laws, regulations, and/or policies.

1.2.6. The contractor shall not make copies of VA information except as specifically authorized and necessary to perform the terms of the contract. If copies are made for restoration purposes, after the restoration is complete, the copies shall be destroyed in accordance with VA Directive 6500, VA Cybersecurity Program and VA Information Security Knowledge Service.

1.2.7. If a Veterans Health Administration (VHA) contract is terminated for default or cause with a business associate, the related local Business Associate Agreement (BAA) shall also be terminated and actions taken in accordance with VHA Directive 1605.05, Business Associate

Agreements. If there is an executed national BAA associated with the contract, VA will determine what actions are appropriate and notify the contactor.

1.2.8. The contractor shall store and transmit VA sensitive information in an encrypted form, using VA-approved encryption tools which are, at a minimum, Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules (or its successor) validated and in conformance with VA Information Security Knowledge Service requirements. The contractor shall transmit VA sensitive information using VA approved Transport Layer Security (TLS) configured with FIPS based cipher suites in conformance with National Institute of Standards and Technology (NIST) 800-52, Guidelines for the Selection, Configuration and Use of Transport Layer Security (TLS) Implementations.

1.2.9. The contractor's firewall and web services security controls, as applicable, shall meet or exceed VA's minimum requirements.

1.2.10. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two situations: (i) in response to a qualifying order of a court of competent jurisdiction after notification to VA CO (ii) with written approval from the VA CO. The contractor shall refer all requests for, demands for production of or inquiries about, VA information and information systems to the VA CO for response.

1.2.11. Notwithstanding the provision above, the contractor shall not release VA records protected by Title 38 U.S.C. § 5705, Confidentiality of medical quality-assurance records and/or Title 38 U.S.C. § 7332, Confidentiality of certain medical records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse or infection with Human Immunodeficiency Virus (HIV). If the contractor is in receipt of a court order or other requests for the above-mentioned information, the contractor shall immediately refer such court order or other requests to the VA CO for response.

1.2.12. Information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract will be protected and secured in accordance with VA Directive 6500 and Identity and Access Management (IAM) Security processes specified in the VA Information Security Knowledge Service.

1.2.13. Any data destruction done on behalf of VA by a contractor shall be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management, VA Handbook 6300.1, Records Management Procedures, and applicable VA Records Control Schedules.

1.2.14. The contractor shall provide its plan for destruction of all VA data in its possession according to VA Directive 6500 and NIST 800-88, Guidelines for Media Sanitization prior to termination or completion of this contract. If directed by the COR/CO, the contractor shall return all Federal Records to VA for disposition.

1.2.15. Any media, such as paper, magnetic tape, magnetic disks, solid state devices or optical discs that is used to store, process, or access VA information that cannot be destroyed shall be returned to VA. The contractor shall hold the appropriate material until otherwise directed by the

Contracting Officer's Representative (COR) or CO. Items shall be returned securely via VA-approved methods. VA sensitive information must be transmitted utilizing VA-approved encryption tools which are validated under FIPS 140-2 (or its successor) and NIST 800-52. If mailed, the contractor shall send via a trackable method (USPS, UPS, FedEx, etc.) and immediately provide the COR/CO with the tracking information. Self-certification by the contractor that the data destruction requirements above have been met shall be sent to the COR/CO within 30 business days of termination of the contract.

1.2.16. All electronic storage media (hard drives, optical disks, CDs, back-up tapes, etc.) used to store, process or access VA information will not be returned to the contractor at the end of lease, loan, or trade-in. Exceptions to this paragraph will only be granted with the written approval of the VA CO.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		0.00	JB	_____	_____
	AC Plant -Tube and shell heat exchanger 1 Contract Period: Base POP Begin: 08-24-2026 POP End: 11-24-2026 PRINCIPAL NAICS CODE: 238220 - Plumbing, Heating, and Air-Conditioning Contractors PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): NA NATIONAL STOCK NUMBER: NA LOCAL STOCK NUMBER: NA				
0002		0.00	JB	_____	_____
	Sleep Room 6506 – Steam Coil and Trap Replacement Contract Period: Base POP Begin: 08-24-2026 POP End: 11-24-2026 PRINCIPAL NAICS CODE: 238220 - Plumbing, Heating, and Air-Conditioning Contractors PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): NA NATIONAL STOCK NUMBER: NA LOCAL STOCK NUMBER: NA				
0003		0.00	JB	_____	_____
	Building 9 – Steam Coil and Valve Replacements Contract Period: Base POP Begin: 08-24-2026 POP End: 11-24-2026 PRINCIPAL NAICS CODE: 238220 - Plumbing, Heating, and Air-Conditioning Contractors PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment MANUFACTURER PART NUMBER (MPN): NA NATIONAL STOCK NUMBER: NA				

LOCAL STOCK NUMBER: NA

0004	0.00	JB	_____	_____

Microbiology Preheat Glycol Pump Skid Replacement
Contract Period: Base
POP Begin: 08-24-2026
POP End: 11-24-2026
PRINCIPAL NAICS CODE: 238220 - Plumbing, Heating, and Air-Conditioning Contractors
PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment
MANUFACTURER PART NUMBER (MPN): NA
NATIONAL STOCK NUMBER: NA
LOCAL STOCK NUMBER: NA

0005	0.00	JB	_____	_____

Cross-Connection Investigation and Report
Contract Period: Base
POP Begin: 08-24-2026
POP End: 11-24-2026
PRINCIPAL NAICS CODE: 238220 - Plumbing, Heating, and Air-Conditioning Contractors
PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment
MANUFACTURER PART NUMBER (MPN): NA
NATIONAL STOCK NUMBER: NA
LOCAL STOCK NUMBER: NA

0006	0.00	JB	_____	_____

AC Plant – ISO Plug Valve Replacements
Contract Period: Base
POP Begin: 08-24-2026
POP End: 11-24-2026
PRINCIPAL NAICS CODE: 238220 - Plumbing, Heating, and Air-Conditioning Contractors
PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment
MANUFACTURER PART NUMBER (MPN): NA
NATIONAL STOCK NUMBER: NA
LOCAL STOCK NUMBER: NA

0007	0.00	JB	_____	_____

OR5/7 Reheat Steam Coil Replacement
Contract Period: Base
POP Begin: 08-24-2026
POP End: 11-24-2026
PRINCIPAL NAICS CODE: 238220 - Plumbing, Heating, and Air-Conditioning Contractors
PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment
MANUFACTURER PART NUMBER (MPN): NA
NATIONAL STOCK NUMBER: NA
LOCAL STOCK NUMBER: NA

0008	0.00	JB	_____	_____

AHU 2 Cath Lab Fan Replacement
Contract Period: Base
POP Begin: 08-24-2026
POP End: 11-24-2026
PRINCIPAL NAICS CODE: 238220 - Plumbing, Heating, and Air-Conditioning Contractors
PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment
MANUFACTURER PART NUMBER (MPN): NA
NATIONAL STOCK NUMBER: NA
LOCAL STOCK NUMBER: NA

0009	0.00	JB	_____	_____

PACU Room# 4064 Reheat Steam Coil Replacement
Contract Period: Base
POP Begin: 08-24-2026
POP End: 11-24-2026
PRINCIPAL NAICS CODE: 238220 - Plumbing, Heating, and Air-Conditioning Contractors
PRODUCT/SERVICE CODE: J041 - Maintenance, Repair, and Rebuilding of Equipment - Refrigeration, Air Conditioning, and Air Circulating Equipment
MANUFACTURER PART NUMBER (MPN): NA
NATIONAL STOCK NUMBER: NA
LOCAL STOCK NUMBER: NA

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 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (NOV 2025) (DEVIATION)

(a) *Equal opportunity clause*. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

C.3 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.4 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.5 52.223-23 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.6 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.7 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
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION)	NOV 2025

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
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	JUN 2023
52.204-29	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES	DEC 2023
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.222-3	CONVICT LABOR	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT LABOR STANDARDS	AUG 2018
52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 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	JAN 2022
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
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025

FAR Number	Title	Date
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018

(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 PRODUCTS AND COMMERCIAL SERVICES

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 10:00am Central Standard Time (CST), 08-13-2026. Please list "Technical Questions – Solicitation 36C26326Q0992" in subject line of e-mail and send to Amanda Patterson-Elliott, Contracting Officer, at amanda.patterson-elliott@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 Amanda Patterson-Elliott, Contract Specialist, at amanda.patterson-elliott@va.gov.

Subject line of e-mail shall be “Quote – Solicitation 36C26326Q0992” in subject line.

Offer shall also include the following, submitted as one single document, not to exceed 30 pages in minimum 10-point Arial, Calibri, Courier, or Times New Roman font:

a) Cover Page with the company name, address, phone number, SAM.gov UEI, name and email of person who can make contractual decisions.

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

c) Signed SF30 Forms acknowledging solicitation amendments, if applicable

d) Offerors shall state their ability to meet the limitations on subcontracting as listed in the solicitation.

e) Offeror shall provide product literature, manufacturer specifications, technical data sheets, brochures, or other supporting documentation demonstrating that the offered product meets the salient characteristics identified in Section B.2. offerors are encouraged to clearly identify where in the submitted documentation each salient characteristic is addressed.

f) Pricing: Offeror shall submit pricing in accordance with the format provided in Section B.3 (Price Schedule.) Pricing shall include all costs associated with furnishing and delivering all quoted items. Pricing shall include all total line items. Pricing shall be submitted in PDF format and shall not be handwritten 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)

E.2 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: Lowest Price Technically Acceptable

(a) Basis of Award. This procurement is being conducted pursuant to FAR Part 12 procedures. The Government intends to award a contract resulting from this solicitation to the responsible offeror whose quote, conforming to the solicitation, quotes the lowest price, whose quoted price does not exceed the amount of funding available for the procurement, and whose quoted price is found to be reasonable.

In addition to the general standards of responsibility found at FAR § 9.104-1, in accordance with FAR § 9.104-2, the special standards of responsibility described below apply to this procurement. **Offerors who fail to meet any special standard of responsibility will not be eligible to receive contract award.**

Special Standards of Responsibility: The following special standards of responsibility apply to this procurement:

Special Experience and Certifications. Offeror shall provide evidence that personnel performing work under the contract possess the following:

- A Nebraska journeyman or master electrician license
- NATE certification

Offeror shall provide a minimum of two (2) references for HVAC projects of similar scope and complexity performed within the past five (5) years. References shall include the organization name, point of contact, email address and/or telephone number, and a brief description of services performed.

The Government will verify that the offeror has successfully performed HVAC inspection, maintenance, and repair services of similar scope and complexity for commercial or institutional facilities through submitted documentation and/or independent Government sources.

All quotes shall be subject to evaluation by Government personnel. The Government intends to make award based on the initial offers. If further questions are required, the Contracting Officer may contact the offerors for clarifications. The Government reserves the right to award without discussions based on initial evaluation of offers. The quotes will be evaluated strictly in accordance with its written content.

NOTE: Failure to submit any of the required information, statements, or certifications may result in rejection of the quote without further consideration for award.

(b) *Evaluation Process.* Quotes will be evaluated in the following manner. The lowest-priced quote will be identified. The lowest-priced quote will be evaluated to determine if the quoted price exceeds the amount of funding available for the procurement. If the quoted price does not exceed the amount of funding available for the procurement, the quoted price will be evaluated to determine if it is reasonable. If the quoted price is found to be reasonable, the offeror who submitted this quote will be identified as the “successful offeror.” The contracting officer will then determine if the successful offeror is responsible using the general standards of responsibility and the special standards of responsibility applicable to this procurement. If contract award cannot be made to the successful offeror, the contracting officer will evaluate the next lowest-priced quote following the procedures described above. This process will continue until a contract award can be made, or the contracting officer determines that no contract award can be made. The contracting officer may find all quotes not acceptable and cancel the solicitation if the lowest-priced quote exceeds the amount of funding available for the procurement. The contracting officer may likewise find a quote under evaluation, as well as all remaining quotes, not acceptable and cancel the solicitation if the quote currently under evaluation exceeds the amount of funding available for the procurement. The Government intends to evaluate quotes and award a contract without discussions with offerors. However, the Government reserves the

right to conduct discussions at any time if determined by the contracting officer to be in the Government's interest.

E.3 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.4 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)

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

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

(End of Provision)

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT	NOV 2024
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021
52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB 2021
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Addendum to 52.212-1)