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

1. REQUISITION NO.	PAGE 1 OF
To be provided on awarded task order(s)	68

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C26326Q0984	08-04-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Erica Miller	erica.miller5@va.gov	08-21-2026 5:00pm CDT

9. ISSUED BY CODE 36C263

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23

1303 5TH STREET, SUITE 300
CORALVILLE IA 52241

10. THIS ACQUISITION IS

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

NAICS: 238220

SIZE STANDARD: $19 Million

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

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

15. DELIVER TO CODE 36C636

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23

1303 5TH STREET, SUITE 300
CORALVILLE IA 52241

16. ADMINISTERED BY CODE 36C263

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23

1303 5TH STREET, SUITE 300
CORALVILLE IA 52241

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE _____

DEPARTMENT OF VETERANS AFFAIRS
FMS-VA-2(101)
FINANCIAL SERVICES CENTER
PO BOX 149971
AUSTIN TX 78714-9971

PHONE: FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	AHU PM & Filter Evaluation - NWI Contractor to provide all materials, labor, transportation and services in accordance with the statement of work to fulfill the requirement's objectives for AHU PM & Filter Evaluation. Anticipated Period of Performance: 09/01/2026 to 08/31/2031. Attached Wage Determination: WD 2015-5005 (Douglas County) WD 2015-5771 (Hall County) Required: TMS 20939 No Access Training, TI/NACI (Background) SAC (Fingerprints) PIV Badge Site Visits: Grand Island 08/05/2026 from 12:30pm - 2:00pm Omaha 08/06/2026 from 12:30pm to 2:00pm Site Visit POCs - Raycedric.Solijon@va.gov and Griffin.Walsh@va.gov (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA (See CONTINUATION Page)
PO# - Will be issued on individual task order.

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 [ ] ARE [X] ARE NOT ATTACHED.

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

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

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

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
		Erica Miller Contracting Officer	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT:

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

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

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

[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Upon Delivery and Acceptance

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

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

AMENDMENT NO	DATE

B.2 SPECIFICATIONS / SOW

Project Name: HVAC PM & FILTER EVALUATION

Location of Services

Omaha VAMC, 4101 Woolworth Ave, Omaha, NE 68105

Facility Size: 813,984 sq. ft

Grand Island VAMC, 2201 N Broadwell Ave, Grand Island, NE 68803

Facility Size: 253,358 sq. ft

Contract Vehicle

This performance work statement (PWS) is indefinite delivery indefinite quantity. The duration of this period of performance will be 5 years.

Performance Work Statement Scope

Purpose: Routine filter inspection for HVAC systems as well as air handler preventative maintenance and testing of HEPA filtration. Contractor shall perform a comprehensive inspection, cleaning, testing, and maintenance of the HVAC equipment listed herein. Contractor shall ensure proper operation of all mechanical, electrical, control systems in accordance with manufacturer recommendations, OSHA, EPA, ASHRAE, VA regulations and facility-specific requirements. This contract will be set up as an indefinite delivery indefinite quantity for each of the CLINs with the exception of base year only services which will be the minimum of the contract over the 5 year contracted period of performance.

MERV Replacement (One Time Service – Base Year Only): The contractor shall replace the existing HEPA filters for the below spaces with those identified in parentheses at the respective locations (OM: Omaha, GI: Grand Island),

- Chemotherapy space (MERV 14: normal, MERV 16A: emergency), OM
- SPS (merv 14), OM and GI
- Radiology (merv 14), OM
- ICU (merv 14), OM

Prior to replacing the contractor shall determine if there are any manufacturer's recommendations restricting the change in MERV rating. Overall dimensions of replacement filters shall match existing unless manufacturer's recommendations state otherwise. VA engineering approval will be required prior to proceeding forward.

Designation	Location	MERV	Thickness
Pre-Filter (PF-1)	Upstream of All Coils and Supply Air Fan	7	2-inch Thick Throwaway
Pre-Filter (PF-2)	Downstream of PF-1	11	6-inch Thick Rigid Cartridge
Alternate Pre-Filter (PF-2)	Downstream of PF-1	13	6-inch Thick Rigid Cartridge
After-Filter (AF)	Downstream of Cooling Coil and Supply Air Fan	14	12-inch Thick Rigid Cartridge
After-Filter (AF)	Downstream of Cooling Coil and Supply Air Fan	16A	12-inch Thick Rigid Cartridge
Final-Filter	Downstream of Air Terminal Unit	17	99.97% @ 0.3 Microns (HEPA)

Work requiring the isolation of an AHU that serves clinical spaces shall be performed after hours. Work requiring the isolation of an AHU serving administrative spaces shall be limited to 2-hour durations or performed after hours.

VA Omaha AHU Filter Inspection:

The contractor shall inspect air filters at the intervals specified in the maintenance schedule, or more frequently as conditions require, to ensure proper operation. During each inspection, the contractor must verify that all air filters meet VA HVAC Design Guide requirements and/or Table 6-4 of ASHRAE Standard 170-2013. This includes confirming the type, size, fit, orientation, and Minimum Efficiency Reporting Value (MERV) rating of each filter.

The contractor is to compare their findings to the list of filter information that will be provided to them. If any filter does not meet the required standards or matches the list for size, fit, or MERV rating, the contractor shall document these deficiencies and provide a written report detailing necessary corrective actions. Reports for this contract line item (CLIN) must also include information for each piece of equipment, listing the type and quantity of filters, their sizes, MERV ratings, and an estimate for filter replacement costs based on the manufacturer's recommendations.

VA Omaha AHU Cleaning

The contractor is responsible for thoroughly cleaning the interior of the Air Handling Unit (AHU). This includes all internal components such as the coils (including cooling coils [DX or hydronic], heating coils [glycol or water based], and condensing unit coils), the motor, and any other equipment located inside the AHU. The contractor shall clean the air intake of the air handler, starting from the air handler to the outside air damper. If the system includes a mixing or blender box, cleaning shall extend through this area up to the connection point between the air handler assembly and external supply discharge ductwork; cleaning beyond this point is not required.

The contractor must provide photographs of the inside of the AHU before and after cleaning, clearly showing the condition of the unit. An inspection of the AHU is required to identify and address any dirt, dust, and corrosion present inside the unit. Each part must be cleaned using the appropriate cleaning methods and cleaning solutions.

When cleaning the coils, the contractor must document and report the delta T (temperature differential) for each coil—cooling, heating, and condensing—before and after cleaning, using identical control valve positions and pressures for comparison. The contractor must also inspect the evaporator and condenser components for dirt, dust, and corrosion.

During cleaning, hose bib locations should be chosen to ensure water hose lengths do not exceed 100 feet and to avoid routing hoses through high-traffic areas whenever possible.

VA Omaha AHU Airflow and Performance Testing

- Measure and record airflow rates across the coils and filters.
- Check static pressure readings and compare to baseline data and manufacturer's requirements.
- Verify proper temperature and humidity levels.

VA Omaha AHU Inspection

Visual Inspection.

- Inspect the AHU cabinet, casing, and access panels for damage, corrosion, and leaks.
- Check for proper insulation and sealing around the unit.
- Check for proper insulation on heating or cooling media in the space the air handler occupies.
- Change insulation as recommended by the manufacturer.
- Ensure proper clearance around the AHU for serviceability.

Fan and Motor Maintenance:

- Inspect and lubricate fan bearings as per manufacturer guidelines.
- Check and adjust fan belts for proper tension and alignment.
- Inspect fan blades and clean as necessary.
- Measure motor voltage, amperage, and confirm proper operation.
- Meg motor
- Vibrational Analysis
- Inspect and tighten all electrical connections.

Drainage System Maintenance:

- Inspect and clean condensate drain pans and drain lines.
- Flush and clear any clogs to ensure proper drainage.
- Check for microbial growth and treat if necessary.

Damper and Actuator Inspection:

- Check outside air, return air, and exhaust dampers for proper movement.
- Inspect actuators and linkages for wear and damage.
- Lubricate moving parts as needed.

Electrical and Controls Testing:

- Inspect wiring, terminals, and electrical components for wear or damage.
- Test and calibrate sensors, thermostats, and pressure controls.
- Verify communication with the Building Automation System (BAS) if applicable.

- Test operation of safety switches and emergency shutdown functions.
- Test the low limit operation and verify that the system's operational sequence is correct, specifically ensuring that the outdoor air damper closes and the fan shuts off as required.

Performance Standards

- AHUs should be restored to full operational capacity after maintenance.
- Any critical issues or repair needs must be reported immediately to facility management.
- Work must be performed in accordance with ASHRAE, OSHA, and manufacturer specifications.

VA Omaha AHU Humidifier Planned Maintenance

Visual Inspection:

- Check for signs of wear, corrosion, leaks, and mineral buildup.
- Inspect the humidifier housing, water lines, and electrical connections.
- Ensure no visible blockages or obstructions in steam or mist dispersion.

Operational Testing:

- Verify the humidifier is functioning correctly during AHU operation.
- Confirm that sensors, control valves, and solenoids respond to system commands.
- Measure humidity levels before and after humidification to confirm proper function.

Water System Check:

- Inspect water supply lines and drain lines for leaks or blockages.
- Check and clean strainers, filters, or demineralization components if applicable.
- Verify proper water pressure and flow rates.
- Test condensate to ensure it conforms to the requirements listed in 21 CFR 173.310

Electrical & Controls Testing:

- Inspect electrical wiring and connections for signs of wear or overheating.
- Test humidifier control sequences via the Building Automation System (BAS) or local controls.
- Confirm operation of safety switches and alarms (e.g., overflow detection, high/low humidity alarms).

Cleaning & Preventive Maintenance:

- Remove and clean scale buildup from steam cylinders, evaporative pads, or nozzles.
- Flush and disinfect water tanks and distribution components if applicable.
- Replace worn or clogged components such as filters, drain valves, or wicks.

VA Omaha Induction Unit Maintenance

•The contractor shall inspect all pneumatic air lines, connections, and fittings for leaks and make any necessary repairs. The contractor shall check the proper operation of hydronic and airflow controllers and actuators, performing cleaning, lubrication, and troubleshooting to restore them to full working condition. Springs on control valves (typically orange in color) shall be replaced with new springs of identical diameter, length, and appropriate stiffness to ensure proper valve seating. The contractor shall verify that the external damper immediately outside each room, as well as the induction unit balancing damper, operate correctly in response to the thermostat. If needed, the contractor may access induction unit dampers by creating openings at the access points using a hole saw or similar method for manipulating the all-thread shaft. If cutting is required to access internal components, the contractor shall restore the external condition to its original state upon completion of the work. Thermostats must be checked for correct calibration and operation. Any worn or damaged insulation must be replaced with new material. Finally, the contractor is responsible for recording and providing before-and-after temperature, pressure, and CFM (cubic feet per minute) readings for all units serviced, ensuring these measurements align with the manufacturer’s specifications.

VA Omaha Induction Unit Cleaning

Contractor shall clean individual unit hydronic coil interior and exterior as well as strainers (where equipped) as recommended by the manufacturer. For interior cleaning the contractor shall isolate and drain the unit. Contractor shall perform targeted dynamic flushes with clean water and chemical solution acceptable by the manufacturer or through equivalent means as approved by the VA representatives."

VA Omaha Isolation Valve Installation One Unit

Isolation Valve Installation: The following work shall be performed after hours. Contractor shall work with local facility maintenance to isolate hydronic fluid to the floor and install a ball valve meeting MSS SP-110, screwed or solder connections, brass or bronze body with chrome-plated ball with full port and Teflon seat. Locations for isolation valve may include but is not limited to induction unit supply, induction unit return, branch supply, branch return, riser. Contractor shall provide stem extension to allow operation without interfering with pipe insulation as necessary.

VA Grand Island AHU Filter Inspection

The contractor shall inspect air filters at the intervals specified in the maintenance schedule, or more frequently as conditions require, to ensure proper operation. During each inspection, the contractor must verify that all air filters meet VA HVAC Design Guide requirements and/or Table 6-4 of ASHRAE Standard 170-2013. This includes confirming the type, size, fit, orientation, and Minimum Efficiency Reporting Value (MERV) rating of each filter.

The contractor is to compare their findings to the list of filter information that will be provided to them. If any filter does not meet the required standards or matches the list for size, fit, or MERV rating, the contractor shall document these deficiencies and provide a written report detailing necessary corrective actions. Reports for this contract line item (CLIN) must also include information for each piece of equipment, listing the type and quantity of filters, their sizes, MERV ratings, and an estimate for filter replacement costs based on the manufacturer’s recommendations.

VA Grand Island AHU Cleaning

The contractor is responsible for thoroughly cleaning the interior of the Air Handling Unit (AHU). This includes all internal components such as the coils (including cooling coils [DX or hydronic], heating coils [glycol or water based], and condensing unit coils), the motor, and any other equipment located inside the AHU. The contractor shall clean the air intake of the air handler, starting from the air handler to the outside air damper. If the system includes a mixing or blender box, cleaning shall extend through this area up to the connection point between the air handler assembly and external supply discharge ductwork; cleaning beyond this point is not required.

The contractor must provide photographs of the inside of the AHU before and after cleaning, clearly showing the condition of the unit. An inspection of the AHU is required to identify and address any dirt, dust, and corrosion present inside the unit. Each part must be cleaned using the appropriate cleaning methods and cleaning solutions.

When cleaning the coils, the contractor must document and report the delta T (temperature differential) for each coil—cooling, heating, and condensing—before and after cleaning, using identical control valve positions and pressures for comparison. The contractor must also inspect the evaporator and condenser components for dirt, dust, and corrosion.

During cleaning, hose bib locations should be chosen to ensure water hose lengths do not exceed 100 feet and to avoid routing hoses through high-traffic areas whenever possible.

VA Grand Island AHU Airflow and Performance Testing

- Measure and record airflow rates across the coils and filters.
- Check static pressure readings and compare to baseline data and manufacturer’s requirements.
- Verify proper temperature and humidity levels."

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Visual Inspection.

- Inspect the AHU cabinet, casing, and access panels for damage, corrosion, and leaks.
- Check for proper insulation and sealing around the unit.
- Check for proper insulation on heating or cooling media in the space the air handler occupies.
- Change insulation as recommended by the manufacturer.
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- Check and adjust fan belts for proper tension and alignment.
- Inspect fan blades and clean as necessary.
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- Inspect and tighten all electrical connections.

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- Inspect and clean condensate drain pans and drain lines.
- Flush and clear any clogs to ensure proper drainage.
- Check for microbial growth and treat if necessary.

Damper and Actuator Inspection:

- Check outside air, return air, and exhaust dampers for proper movement.
- Inspect actuators and linkages for wear and damage.
- Lubricate moving parts as needed.

Electrical and Controls Testing:

- Inspect wiring, terminals, and electrical components for wear or damage.
- Test and calibrate sensors, thermostats, and pressure controls.
- Verify communication with the Building Automation System (BAS) if applicable.
- Test operation of safety switches and emergency shutdown functions.

Performance Standards

- AHUs should be restored to full operational capacity after maintenance.
- Any critical issues or repair needs must be reported immediately to facility management.
- Work must be performed in accordance with ASHRAE, OSHA, and manufacturer specifications.

VA Grand Island AHU Humidifier Planned Maintenance

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- Check for signs of wear, corrosion, leaks, and mineral buildup.
- Inspect the humidifier housing, water lines, and electrical connections.
- Ensure no visible blockages or obstructions in steam or mist dispersion.

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- Verify the humidifier is functioning correctly during AHU operation.
- Confirm that sensors, control valves, and solenoids respond to system commands.
- Measure humidity levels before and after humidification to confirm proper function.

Water System Check:

- Inspect water supply lines and drain lines for leaks or blockages.

- Check and clean strainers, filters, or demineralization components if applicable.
- Verify proper water pressure and flow rates.
- Test condensate to ensure it conforms to the requirements listed in 21 CFR 173.310

Electrical & Controls Testing:

- Inspect electrical wiring and connections for signs of wear or overheating.
- Test humidifier control sequences via the Building Automation System (BAS) or local controls.
- Confirm operation of safety switches and alarms (e.g., overflow detection, high/low humidity alarms).

Cleaning & Preventive Maintenance:

- Remove and clean scale buildup from steam cylinders, evaporative pads, or nozzles.
- Flush and disinfect water tanks and distribution components if applicable.
- Replace worn or clogged components such as filters, drain valves, or wicks.

VA Grand Island Isolation Valve Installation One Unit

The following work shall be performed after hours. Contractor shall work with local facility maintenance to isolate hydronic fluid to the floor and install a ball valve meeting MSS SP-110, screwed or solder connections, brass or bronze body with chrome-plated ball with full port and Teflon seat. Locations for isolation valve may include but is not limited to induction unit supply, induction unit return, branch supply, branch return, riser. Contractor shall provide stem extension to allow operation without interfering with pipe insulation as necessary.

The VA will ensure that the area designated for the isolation valve provides free and unobstructed access to facilitate installation. The VA will also verify that all upstream isolation valves are closed and that group lockout/tagout procedures are implemented during all isolation valve installation activities. For the purposes of this CLIN, the VA requests separate CLINs: one for valve sizes 5/8” to 1.5” and another for valve sizes 2” to 4”. The contractor shall select and install ball valves that meet the specified salient characteristics. Additionally, the contractor must be prepared to braze all valves, as the use of ProPress fittings is not permitted at the VA.

The contractor shall be responsible for ensuring that all fittings are installed correctly, in accordance with the manufacturer’s recommendations, Uniform Plumbing Code (UPC) requirements, and applicable industry standards. Following installation, the contractor shall perform leak testing on all fittings using approved procedures specified in the UPC and recognized industry practices. The leak test method, pressure levels, test duration, and acceptable outcomes must be documented. The contractor shall provide verification that all fittings have passed leak testing prior to system activation. Any deficiencies or failures observed during testing must be immediately addressed, corrected, and retested until full compliance is achieved.

Deliverables

Reporting and Documentation: Contractor shall provide a written inspection report for each piece equipment, including:

- Date of service, technician name, and location (campus, building and room).
- Checklist of maintenance activities performed, before and after photos taken (includes filters, servicing, cleaning coils)
- Findings, deficiencies, and corrective actions taken.
- Recommendations for repairs, part replacements or stock supplies, or system upgrades.
- Submit reports electronically within 2 weeks after service completion.

Invoice Documentation: The contractor shall provide a list of tasks complete with the corresponding CLIN information to include how many additional quantities remain under that task order. This bill to date information shall be submitted to the VA during invoice upload for verification. At the conclusion of each year, the contractor shall provide recommendations for future task order quantities to prevent excessive task orders. This list of recommended items to include in a task order shall include the CLIN, quantity, line item cost and total cost in a table

> **Deficiencies:** The contractor shall be responsible for providing a list of deficiencies with presumed materials needed to repair. The list of materials shall include two suppliers for competitive cost comparisons unaffiliated with the contractor performing services under this contract. The repair shall also include assumed labor hours per personnel to perform the repair once materials are mobilized.

Safety: Contractor shall adhere to OSHA and facility safety protocols, use appropriate PPE (e.g., gloves, eye protection) when handling water treatment chemicals or cleaning components and dispose of waste materials in accordance with environmental regulations.

Period of Performance

- 5 Year period

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 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 VA Representative 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. At the discretion of the contracting officer (CO) in accordance with FAR 42.503-1 the action of establishing a time and place of the conference, agenda and summary may be delegated or taken on by the contracting officer whom awarded such contract.

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.

The general contractor shall also provide NATE (North American Technician Excellence) certification staff with current EPA 608 credentials and at least 2 years of experience performing work similar of scope to that covered within this document.

The competent person and HVAC technician be the same individual at the general contractor's discretion. Contractor shall include this information in any proposals to the solicitation with the credentials of the proposed staff. Should staff change over duration of procurement the contractor shall provide new credentials for VA acceptance prior to work.

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..

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

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. Space and site storage for supplies covered under the CLINs will be discussed during kickoff.

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 be 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.

Preconstruction Risk Assessment / Infection Control Risk Assessment

Contractor shall control all construction-associated hazards that affect VA medical facilities, their occupants, services and mission-essential functions and capabilities is critical in all medical center facilities.

Contractor shall ensure interior construction activities causing disturbance of existing dust, or creating new dust, must be conducted within ventilation-controlled areas that minimize the flow of airborne particles into patient areas.

Contractor shall ensure compliance VHA 7715 and post a copy of the latest PCRA and ICRA forms at all jobs sites 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

VHA-PCRAs and ICRAs will be re-validated and updated as needed based on but not limited to changes from affected individuals, areas/locations, scope, contractor means and methods, safety requirements, phasing, contractor competencies and capabilities.

The COR with concurrence from a VHA infection control specialist, VHA patient safety and VHA occupational health and safety officer will have ultimate decision on activity type and the level of precautions the contract needs to take.

Schedule

Contractor shall provide a schedule to meet each aspect covered in the performance work statement NLT **10 calendar days** from notice to proceed and issuance of a task order. Changes to this schedule shall be communicated to the Contracting Officer, primary and alternate contracting officer representatives immediately.

The contractor shall provide an updated list of equipment, the date of last inspection or certification and the planned date of next inspection to ensure equipment testing frequency is adequate.

Due to the continuous operations of the hospital and sensitive populations served, all equipment or utility outages shall be communicated to the contracting officer, primary and alternate COR for VA approval. The contractor shall build time for the VA to receive adequate approvals for such outages into their schedule and be prepared to work outside of normal business hours to accomplish any outages to limit impact to the patients, staff and visitors of the NWIHCS.

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

Contractor will be required to complete " VA Privacy Training for Personnel without Access to VA Computer Systems or Direct Access to or the Use of VA Sensitive Information", TMS 20939 No Access. Form will be provided upon award.

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.

References

- HVAC Design Guide:

B.3 PRICE/COST SCHEDULE

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	JB	_____	_____
	MERV Replacement (One Time Service – Base Year Only) Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2031 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): N/A NATIONAL STOCK NUMBER: N/A LOCAL STOCK NUMBER: N/A				
0002		285.00	JB	_____	_____
	VA Omaha AHU Filter Inspection Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2031 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): N/A NATIONAL STOCK NUMBER: N/A LOCAL STOCK NUMBER: N/A				
0003		285.00	JB	_____	_____
	VA Omaha AHU Cleaning Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2031 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): N/A NATIONAL STOCK NUMBER: N/A				

LOCAL STOCK NUMBER: N/A

0004	285.00	JB	_____	_____

VA Omaha AHU Airflow and Performance Testing
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0005	285.00	JB	_____	_____

VA Omaha AHU Annual Inspection
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0006	285.00	JB	_____	_____

VA Omaha AHU Humidifier Planned Maintenance Annual
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0007	500.00	JB	_____	_____

VA Omaha Induction Unit Maintenance
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A

LOCAL STOCK NUMBER: N/A

0008	500.00	JB	_____	_____

VA Omaha Induction Unit Cleaning
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0009	75.00	JB	_____	_____

VA Omaha Isolation Valve Installation One Unit 0.5"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0010	75.00	JB	_____	_____

VA Omaha Isolation Valve Installation One Unit 1"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0011	75.00	JB	_____	_____

VA Omaha Isolation Valve Installation One Unit 1.25"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A

LOCAL STOCK NUMBER: N/A

0012	75.00	JB	_____	_____

VA Omaha Isolation Valve Installation One Unit 1.5"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0013	75.00	JB	_____	_____

VA Omaha Isolation Valve Installation One Unit 2"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0014	75.00	JB	_____	_____

VA Omaha Isolation Valve Installation One Unit 2.5"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0015	75.00	JB	_____	_____

VA Omaha Isolation Valve Installation One Unit 3"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A

LOCAL STOCK NUMBER: N/A

0016	75.00	EA	_____	_____

VA Omaha Isolation Valve Installation One Unit 4"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0017	70.00	JB	_____	_____

VA Grand Island AHU Filter Inspection
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0018	70.00	JB	_____	_____

VA Grand Island AHU Cleaning
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0019	70.00	JB	_____	_____

VA Grand Island AHU Airflow and Performance Testing
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A

LOCAL STOCK NUMBER: N/A

0020	70.00	JB	_____	_____

VA Grand Island AHU Annual Inspection
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0021	70.00	JB	_____	_____

VA Grand Island AHU Humidifier Planned Maintenance Annual
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0022	75.00	JB	_____	_____

VA Grand island Isolation Valve Installation One Unit 0.5"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0023	75.00	JB	_____	_____

VA Grand island Isolation Valve Installation One Unit 1"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A

LOCAL STOCK NUMBER: N/A

0024	75.00	JB	_____	_____

VA Grand island Isolation Valve Installation One Unit 1.25"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0025	75.00	JB	_____	_____

VA Grand island Isolation Valve Installation One Unit 1.5"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0026	75.00	JB	_____	_____

VA Grand island Isolation Valve Installation One Unit 2"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0027	75.00	JB	_____	_____

VA Grand island Isolation Valve Installation One Unit 2.5"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A

LOCAL STOCK NUMBER: N/A

0028		75.00	JB	_____	_____

VA Grand island Isolation Valve Installation One Unit 3"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

0029		75.00	JB	_____	_____

VA Grand island Isolation Valve Installation One Unit 4"
Contract Period: Base
POP Begin: 09-01-2026
POP End: 08-31-2031
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): N/A
NATIONAL STOCK NUMBER: N/A
LOCAL STOCK NUMBER: N/A

GRAND TOTAL _____

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment—*

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest.*

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

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

(4) Addenda to this solicitation or contract,

(5) Solicitation provisions incorporated in the solicitation.

(6) Other paragraphs of this clause.

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

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

C.2 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of ;

(2) Any order for a combination of items in excess of ; or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.4 52.216-22 INDEFINITE QUANTITY (NOV 2025) (DEVIATION)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

(End of Clause)

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day.

(End of Clause)

C.6 52.222-49 SERVICE CONTRACT LABOR STANDARDS—PLACE OF PERFORMANCE UNKNOWN (NOV 2025) (DEVIATION)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: . The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by .

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination must be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of Clause)

C.7 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.8 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (NOV 2025) (DEVIATION)

(a) During the term of this contract, the Contractor must post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice must be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor must also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor must comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor must not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor must take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

C.9 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.10 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.11 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.12 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.13 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.14 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Agreement/LOS certification.* When awarded a contract action, including orders under multipleaward contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13

CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or ‘‘similarly situated’’ (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

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

(2) *Supplies/products*.

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.15 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

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

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

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

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

towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

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

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

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

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

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

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

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

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

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

Certification

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

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.16 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
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-27	NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM (DEVIATION)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025

52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-36	PAYMENT BY THIRD PARTY (DEVIATION)	NOV 2025
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.219-74	VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED VETERAN-OWNED SMALL BUSINESSES	NOV 2022
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

SECTION E - SOLICITATION PROVISIONS

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

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

(1) The solicitation number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of Provision)

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

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

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

(b) Submission of Offers:

TECHNICAL QUESTIONS:

Technical questions shall be accepted by the Government in writing no later than 5:00pm Central Standard Time (CST), 08/14/2026. Please list "Technical Questions – Solicitation 36C26326Q0984" in subject line of e-mail and send to Erica Miller, Contracting Officer, at erica.miller5@va.gov. Please include in your questions the section of the solicitation/page number of the solicitation it is in reference to.

OFFER SUBMITTAL INSTRUCTIONS:

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

Subject line of e-mail shall be “Quote – Solicitation 36C26326Q0984” in subject line.

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

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

b) Signed SF30 Forms acknowledging solicitation amendments, if applicable

c) Offerors shall state their ability to meet the limitations on subcontracting as listed in Section C.15 of solicitation. The offeror shall provide narrative information with their quote to demonstrate their ability to meet this requirement, including what percentage, if applicable, they would be subcontracting to other businesses, to also include name of business, point of contact, point of contact e-mail, and point of contact phone number.

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

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

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

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

(End of Provision)

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.3 52.216-1 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 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Mailing Address:

DEPARTMENT OF VETERANS AFFAIRS

NETWORK CONTRACTING OFFICE 23

erica.miller5@va.gov

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

(End of Provision)

E.5 52.240-90 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)

FAR Number	Title	Date
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018

E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics,

Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov.*

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

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

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

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

(End of Provision)

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.229-11	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)

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

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

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

(1) Technical

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

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

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

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

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