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

1. REQUISITION NO.

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C24426Q0678	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Loretta Payne	412-304-2961	06-17-2026 10:00 AM EDT

9. ISSUED BY CODE 00244

Department of Veterans Affairs
Network Contracting Office 4

1010 Delafield Road
Pittsburgh PA 15215

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: 811310

SIZE STANDARD: $19 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING: N/A

14. METHOD OF SOLICITATION

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

15. DELIVER TO CODE

Pittsburgh VA Medical Center

Pittsburgh PA

16. ADMINISTERED BY CODE 00244

Department of Veterans Affairs
Network Contracting Office 4

1010 Delafield Road
Pittsburgh PA 15215

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

Austin Payment Center
Department of Veterans Affairs

PO Box 149971
Austin TX 78714-9971

PHONE: (877) 353-9791 FAX: (512) 460-5429

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
	Annual and monthly inspections for fire extinguisher inspections utilizing an electronic scanning system. Maintenance services for all fire extinguishers and and performing all associated service work as required by NFPA 10 (2022 edition) throughout VA Pittsburgh Healthcare System (VAPHS). See Statement of Work for additional information Submit quotes by June 26, 2026, 10:00 AM, Eastern Standard Time, to Loretta Payne, loretta.payne@va.gov. Late quotes may not be accepted.				

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

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

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

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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)
Edward Ferkel
Contracting Officer

31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C244
Loretta Payne
loretta.payne@va.gov
Department of Veterans Affairs
Network Contracting Office 4
1010 Delafield Road
Pittsburgh PA 15215

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 completion of Services

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

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001		10,637.00	EA	_____	_____
	CLIN 0001- Monthly Inspection of Fire Extinguishers POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
0002		1,154.00	EA	_____	_____
	CLIN 0002- Annual Inspection of Fire Extinguishers POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
0003		21.00	EA	_____	_____
	CLIN 0003- 5# ABC 6y Maint POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
0004		5.00	EA	_____	_____
	CLIN 0004- 5# ABC 12y Hydro&Rechar POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
0005		2.00	EA	_____	_____
	CLIN 0005- 10# ABC 6y Maint POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control				

Equipment

0006	12.00	EA	_____	_____
CLIN 0009- 5# C02 5y Hydro&Rechar POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
0007	1.00	EA	_____	_____
CLIN 0010- 10# C02 5y Hydro&Rechar POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
0008	11.00	EA	_____	_____
CLIN 0013- 6 ltr. Wet Chem 5y Hydro&Rechar POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
0009	2.00	EA	_____	_____
CLIN 0018- FE-36 Non-Ferus 5y Hydro&Rechar POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
1001	10,637.00	EA	_____	_____
CLIN 0001- Monthly Inspection of Fire Extinguishers POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
1002	1,154.00	EA	_____	_____

	CLIN 0002- Annual Inspection of Fire Extinguishers POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
1003	CLIN 0003- 5# ABC 6y Maint POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	21.00	EA	_____	_____
1004	CLIN 0004- 5# ABC 12y Hydro&Rechar POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	5.00	EA	_____	_____
1005	CLIN 0005- 10# ABC 6y Maint POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	2.00	EA	_____	_____
1006	CLIN 0009- 5# C02 5y Hydro&Rechar POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	12.00	EA	_____	_____
1007	CLIN 0010- 10# C02 5y Hydro&Rechar POP Begin: 07-01-2027 POP End: 06-30-2028	1.00	EA	_____	_____

	PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
1008	CLIN 0013- 6 ltr. Wet Chem 5y Hydro&Rechar POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	11.00	EA	_____	_____
1009	CLIN 0018- FE-36 Non-Ferus 5y Hydro&Rechar POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	2.00	EA	_____	_____
2001	CLIN 0001- Monthly Inspection of Fire Extinguishers POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	10,637.00	EA	_____	_____
2002	CLIN 0002- Annual Inspection of Fire Extinguishers POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	1,154.00	EA	_____	_____
2003	CLIN 0003- 5# ABC 6y Maint. POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	21.00	EA	_____	_____

PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment

2004	5.00	EA	_____	_____

CLIN 0004- 5# ABC 12y Hydro&Rechar
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment

2005	2.00	EA	_____	_____

CLIN 0005- 10# ABC 6y Maint
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment

2006	12.00	EA	_____	_____

CLIN 0009- 5# C02 5y Hydro&Rechar
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment

2007	1.00	EA	_____	_____

CLIN 0010- 10# C02 5y Hydro&Rechar
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment

2008	11.00	EA	_____	_____

CLIN 0013- 6 ltr. Wet Chem 5y Hydro&Rechar
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment

2009	CLIN 0018- FE-36 Non-Ferus 5y Hydro&Rechar POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	2.00	EA	_____	_____
3001	CLIN 0001- Monthly Inspection of Fire Extinguishers POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	10,637.00	EA	_____	_____
3002	CLIN 0002- Annual Inspection of Fire Extinguishers POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	1,154.00	EA	_____	_____
3003	CLIN 0003- 5# ABC 6y Maint POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	21.00	EA	_____	_____
3004	CLIN 0004- 5# ABC 12y Hydro&Rechar POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	5.00	EA	_____	_____
3005	CLIN 0005- 10# ABC 6y Maint	2.00	EA	_____	_____

POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment

3006	12.00	EA	_____	_____
CLIN 0009- 5# C02 5y Hydro&Rechar POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
3007	1.00	EA	_____	_____
CLIN 0010- 10# C02 5y Hydro&Rechar POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
3008	11.00	EA	_____	_____
CLIN 0013- 6 ltr. Wet Chem 5y Hydro&Rechar POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
3009	2.00	EA	_____	_____
CLIN 0018- FE-36 Non-Ferus 5y Hydro&Rechar POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
4001	10,637.00	EA	_____	_____
CLIN 0001- Monthly Inspection of Fire Extinguishers POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial				

	Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment				
4002	CLIN 0002- Annual Inspection of Fire Extinguishers POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	1,154.00	EA	_____	_____
4003	CLIN 0003- 5# ABC 6y Maint. POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	21.00	EA	_____	_____
4004	CLIN 0004- 5# ABC 12y Hydro&Rechar POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	5.00	EA	_____	_____
4005	CLIN 0005- 10# ABC 6y Maint. POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	2.00	EA	_____	_____
4006	CLIN 0009- 5# C02 5y Hydro&Rechar POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control	12.00	EA	_____	_____

	Equipment				
4007	CLIN 0010- 10# C02 5y Hydro&Rechar POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	1.00	EA	_____	_____
4008	CLIN 0013- 6 ltr. Wet Chem 5y Hydro&Rechar POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	11.00	EA	_____	_____
4009	CLIN 0018- FE-36 Non-Ferus 5y Hydro&Rechar POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	2.00	EA	_____	_____
				GRAND TOTAL	_____

B.3 STATEMENT OF WORK

1. **General:** Provide monthly and annual inspections of fire extinguishers utilizing an electronic scanning and record keeping system. Perform maintenance services and all required service work in accordance with NFPA 10 (2022 edition) across the VA Pittsburgh Healthcare System (VAPHS).
    - 1.1. Locations
        - a. University Drive, 4100 University Drive C, Pittsburgh, Pa 15240
        - b. H.J. Heinz, 1010 Delafield Road, Pittsburgh, Pa 15216
    - 1.2. Hours of Operation Monday-Friday from 7:00am - 3:30pm.

2. **Annual inspection and service work to be provided:**
    - 2.1. Annual extinguisher inspection, maintenance, and service work shall be completed for all portable fire extinguishers. This shall include extinguishers designated as in-service, rooftop penthouses, spare storage areas, and within motor vehicles and buses assigned to the transportation department (not included in monthly inspection).
    - 2.2. Parts to be included in this agreement are single year displayed color coded inspection tags and tamper seals, all required extinguishing agents, valve stems, and O-rings.
    - 2.3. Replacement parts/repair work not associated with typical annual inspections, maintenance, and service work (gauges, valves body, and handles), the contractor shall submit *a separate quote to the CO* to be considered for replacement/repair.
    - 2.4. Total quantity of extinguishers to be inspected annually ~~as a part of this contract~~: **estimated 1158**
        - a. 702 – extinguishers at University Drive
        - b. 363 – extinguishers H.J. Heinz
        - c. 93 – extinguishers motor vehicle & buses H.J. Heinz ~~(Aspinwall facility)~~
    - 2.5. Extinguisher quantities by type:
        - a. 227 – 5# ABC dry chemical,
        - b. 766 – 10# ABC dry chemical,
        - c. 04 – 20# ABC dry chemical,
        - d. 113 – 5# BC carbon dioxide,
        - e. 07 – 10# BC carbon dioxide,
        - f. 03 – 15# BC carbon dioxide,
        - g. 01 – 20# BC carbon dioxide,
        - h. 16 – 6-liter K wet chemical,
        - i. 01 – 2# Halotron,
        - j. 05 – 5# Halotron,
        - k. 09 – 11# Halotron,
        - l. 02 – 15.5# Halotron
        - m. 04 – 13# FE-36 Non-Ferus.

3. **Required fire extinguishers service:**
    - 3.1. Contractor is responsible for the inspection, maintenance, and hydrostatic testing of all fire extinguishers in accordance with NFPA 10, including adherence to prescribed internal examination intervals and hydrostatic test intervals specific to each extinguisher type.
    - 3.2. Appropriate single year displayed durable tags or covers need used for extinguishers that are located outside to prevent faded weathered tags.

3.3. Contractor may perform hydrostatic testing and/or recharging off-site only if the contractor provides the designated safety Technical Point of Contact (TPOC) with a daily list identifying which extinguisher is removed from VAMC site. The list shall identify; location, size, serial #, and from which facility they are being removed.

3.4. Contractor shall leave an exact replacement for each extinguisher removed so the facility has adequate fire protection. All required testing of VA owned extinguishers shall be performed so as not to leave the facility without adequate fire protection when extinguishers require removal from the medical center. Spares must be provided until such a time that VA owned extinguishers are returned.

3.5. Approximately 28 VA owned extinguishers will require hydrostatic testing and recharging or require 6-year maintenance for this base year contract.

a. 23 – 6-year maintenance
   - 21 – 5# ABC
   - 2 – 10# ABC

b. 5 – 12-year hydrostatic testing and recharging
   - 5 – 5# ABC

3.6. Technicians shall contact TPOC at least 5 working days prior to the first day's work to discuss planned schedule of inspections. At the beginning and end of each workday, technicians shall contact TPOC to review planned inspection and/or provide progress updates.

4. Annual inspection and service procedures:

4.1. Perform an examination of extinguisher and its expelling means.

4.2. Invert all dry chemical extinguishers to ensure powder inside is not a solid.

4.3. Single year displayed tag or label each extinguisher certified to be in proper condition with appropriate contractor service tag securely attached.

4.4. Appropriate single year displayed durable tags or covers shall be used for extinguishers that are located outside to prevent fading and weathering.

4.5. Tags indicate the month and year the maintenance was performed (seals and maintenance tags are to be color-coded the same for quick visual compliance).

4.6. A different color tag and seal shall be used from year to year.

4.7. Maintenance tags are to be initialed by the PA state certified technician conducting the inspection.

4.8. Inspectors will identify themselves on the annual inspection tags.

4.9. Previous year's tags shall be removed following the attachment of the current year's tag.

5. Annual inspection completion sequence:

5.1. All in-service and spare extinguishers at the University Drive campus shall be annually inspected in the month of **January.**

5.2. All in-service and spare extinguishers at the H.J. Heinz campus shall be annually inspected in the month of **February.**

5.3. All motor vehicles, buses, and spare extinguishers assigned to the transportation department (not included in monthly inspection) at the H.J. Heinz campus shall be annually inspected in the months of **January through March.**

5.4. Annual inspection record documentation shall be delivered electronically to VAMC within 15 business days of inspection completion date. Inspection documentation shall list for each

extinguish size, type, date, time, inventory scan number, location identification, type of inspection, pass/fail, and the technician's name.

6. **Annual inspection completed documentation:**
   6.1. An updated extinguisher inventory with all completed testing dates and extinguisher locations shall be provided annually by electronic means using excel program to the designated safety TPOC.
   6.2. Updated inventory documentation shall be received by March 31 of the inspection year. Every VA owned extinguisher which is serviced shall be documented on the excel spreadsheet.

7. **Monthly inspection to be provided:**
   7.1. Monthly inspection work, for Base year, shall be performed between July 1, 2026, and June 30, 2027. The equipment is located throughout multiple buildings on two campuses as listed above.
   7.2. Total quantity of extinguishers to be inspected monthly as a part of this contract: **estimated 906**
      a. **639** – extinguishers at University Drive
      b. **267** – extinguishers H.J. Heinz.
   7.3. Monthly inspection quantities may vary from month to month due to construction activities.
   7.4. Monthly inspection work shall be performed and recorded by means of electronic scanning system.
   7.5. All listed extinguishers designated as in-service by VAPHS must be inspected electronically at 30-day intervals.
   7.6. Monthly inspection record documentation shall be delivered electronically to VAMC within 10 business days of inspection completion date. Inspection documentation shall list for each extinguish size, type, date, time, inventory scan number, location identification, type of inspection, pass/fail, and the technician's name.

8. **Monthly inspection procedures:**
   8.1. Monthly fire extinguisher inspections shall include a check of the following items:
      a. Extinguisher identification number matches the designated location identified on the facility's inventory list.
      b. Extinguisher is unobstructed and visible for access of use.
      c. Pressure gauge reading is in the operable range. (Carbon dioxide type extinguisher fullness shall be determined by weighing only.)
      d. Verify extinguisher operating instructions on nameplates are legible and face outward.
      e. Verify extinguisher tamper seal is not broken or missing.
      f. Examine extinguisher for obvious physical damage, corrosion, leakage, or nozzle clogging.

9. **Bar coding of fire extinguishers:**
   9.1. Fire extinguishers which do not already have an inventory identifying bar code affixed to the body of the extinguisher will be required to have this done as part of this contract initial year.

9.2. If existing extinguisher bar codes are not compatible with electronic scanning software, the contractor shall provide and affix new inventory bar code tags compatible with system utilized.

10. Contractor Certification Requirement:

10.1. Notification shall be provided to the designated Safety TPOC of any changes to the certifications. This includes new technicians who will be conducting any part of annual inspection and/or service on VA fire extinguishers. New technician shall present certification to TPOC.

11. Keys and access:

11.1. Work shall be performed throughout various buildings across two campuses. The VAPHS healthcare system will make accommodations to provide contractor with general area keys or phone numbers of department contacts for areas with restricted key access, to facilitate progress of work.

11.2. The VAMC issued Personal Identity Verification (PIV) card will be activated and used to gain access to some electronic access door locks, where applicable.

11.3. The designated safety TPOC will coordinate with the FMS locksmith to provide the extinguisher technician access to area keys.

11.4. FMS (VA employee) locksmith will issue (1) set of general area keys (per campus) only while working on site.

11.5. The keys must be signed out daily for each day of work on that site and shall be returned daily prior to leaving the site at the end of each workday.

11.6. If contractor loses the issued building keys, they shall be responsible for any and all replacement costs. The key replacement costs shall include the cost of all keys, associated lock cores, and labor costs to replace all lock cores.

12. Security and other requirements: Department of Veterans Affairs requires all contractor employees to have a VAMC issued Personal Identity Verification (PIV) card and must be worn at all times while at VAMC facilities.

12.1. Contractor personnel that work on any VAMC property must consent to background checks or shall be denied access to the VAMC facilities. Information required to conduct a background check includes full name, driver's license number and/or social security number, date of birth, and completion of a background check questionnaire.

12.2. Contractors shall ensure their employees have the proper credentials allowing them to work in the United States.

12.3. The contractor shall not be entitled to any compensation for delay or expenses associated with this requirement and are not excused from proceeding with the contract.

12.4. The ID badge shall be issued by the VAMC security office under its rule for issuance.

12.5. When an employee leaves the contractor's service, or the contract is terminated, the employee's badge shall be returned to the VAMC immediately.

12.6. Contractor personnel shall be easily recognized as a contractor employee by wearing distinctive clothing bearing the name of the company and a VAMC issued ID badge.

SECTION C - CONTRACT CLAUSES

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

(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)

C.2 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

(a) *Definitions*. As used in this clause— *Program participation* means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor. *Racially discriminatory diversity, equity, and inclusion (DEI) activities* means disparate treatment based on race or ethnicity inthe recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

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

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

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

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

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

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

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

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

(End of clause)]

C.3 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
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION)	NOV 2025
52.222-3	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
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	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
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996

52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.219-75	VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION	NOV 2022
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018

C.4 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 TBD through TBD.

(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.5 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 TBD, 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 TBD;

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

(3) A series of orders from the same ordering office within 5 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 5 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.6 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 TBD.

(End of Clause)

C.7 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026)

(a) Definitions. As used in this clause –

VA Information system is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing,

maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

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

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

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

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

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

Tier 3: N/A

Tier 5: N/A

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

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services

under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee's logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

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

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

1. When no longer needed for contract performance.

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

3. Upon contract completion or termination.

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

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

1. Contractor/subcontractor employee name.

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

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

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

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

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

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

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

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

(End of Clause)

C.8 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (NOV 2022)

(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 verified for ownership and control pursuant to 38 CFR part 74 and is listed in VA's Vendor Information Pages (VIP) database at *https://www.vetbiz.va.gov/vip/*; and

(v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR parts 121 and 125, provided that any reference therein to a service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to apply to a VA verified and VIPlisted SDVOSB, unless otherwise stated in this clause.

(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)), except that for a VA contract the firm must be listed in the VIP database (see paragraph (a)(1)(iv) of this clause).

(b) *General*.

(1) Offers are solicited only from VIP-listed SDVOSBs. Offers received from entities that are not VIP-listed SDVOSBs at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed SDVOSB 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 VIP-listed SDVOSBs are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70.

(d) *Agreement*. 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 requirements in 13 CFR 121.406(b) and 13 CFR 125.6. Unless otherwise stated in this clause, a requirement in 13 CFR parts 121 and 125 that applies to an SDVO SBC, is to be construed to also apply to a VIP-listed SDVOSB. For the purpose of limitations on subcontracting, only VIP-listed SDVOSBs (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 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 VIP-listed SDVOSBs (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 VIP-listed SDVOSBs. 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 CRF 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 VIP-listed SDVOSBs.

(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 VIP-listed SDVOSBs.

(5) *Subcontracting*. An SDVOSB must meet the NAICS size standard assigned by the prime contractor and be listed in VIP to count as similarly situated. Any work that a first tier VIP-listed 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 is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any requirement therein that applies to an SDVO SBC is to be construed to apply to a VIP-listed SDVOSB. 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 Program for SDVO SBCs, and the VA Veterans First Contracting Program.

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

(End of Clause)

C.9 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: 852.219-75 MUST SIGN AND RETURN WITH QUOTE.

See attached document: WD 2015-4235 Rev. 33 dtd. 13MAY2026.

SECTION E - SOLICITATION PROVISIONS

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

(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)

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

Quote evaluation factors:

I. The Government will award a Firm-Fixed contract resulting from this solicitation to the responsible quoter whose Lowest Price Technically Acceptable (LPTA) quote, conforming to the solicitation. The following factors shall be used to evaluate quotes:

(A) Price

(B) Minimum Qualifications

(C) Compliance with quote submission instructions

(A) Price - Quoters are required to complete all line items in the solicitation. Line items shall not be edited. Pricing per unit and total per line are required as well as contract total.

Line items to be completed start on Page 4 of this solicitation.

(B) Minimum Qualifications

(1) A copy of current Pennsylvania Association of Fire Equipment Distributors (PAFED) certificate, or other acceptable equivalent extinguisher certification, for all technicians performing inspections, maintenance, servicing, and recharging of portable fire extinguishers is required to be submitted with quote.

Contractor must provide proof of required certification with quote.

(C) Compliance with quote submission instructions

(1) Quotes shall be submitted via email ONLY to Loretta Payne at loretta.payne@va.gov, no later than 10:00 AM EST, June 26, 2026.

Questions are due June 24, 2026, no later than 10:00 AM EST.

(2) In accordance with the Revolutionary FAR Overhaul (RFO) part 4.203-1(a), and RFO 52.204-7 (b)(1) quoters must be registered in the System for Award Management (SAM) database at time of quote submission **and** at time of award. Registration may be completed online at: www.acquisition.gov or www.sam.gov.

(3) Quoters must include the following in their submission:

a. The solicitation number

b. The deadline specified in the solicitation for receipt of offers

c. The name, address, and telephone number of the quoter

d. The SAM Unique Entity Identifier (UEI).

f. Acknowledgement of all Amendments (if applicable)

(4) In accordance with VAAR 819.7003(3) offerors must be registered in Veteran Small Business Certification (VetCert) run by the U.S. Small Business Administration database at time of quote submission and time of award. Registration may be done online at: https://veterans.certify.sba.gov/

(5) Quoters must complete VAAR 852.219-75 and return with submission. Note, only paragraph (a)(1)(i), Services, apply.

II. Evaluation of Quotations

(A) The Government intends to issue a single, fixed-price Indefinite Delivery, Indefinite Quantity (IDIQ) in response to this solicitation.

(B) An Evaluation of quotes will be performed in accordance with RFO 12.203.

E.3 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811310.

(2) The small business size standard is $19 Million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(c) *Representations*.

(1) The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not, a women-owned small disadvantaged business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *SDVOSB joint venture eligible under the SDVOSB Program.* [*Complete only if the offeror is certified as a SDVOSB concern.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(6) *HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the*

joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice*.

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

E.4 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any

information in the Offeror's possession but does not need to include an internal or third-party audit)—

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

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

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

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

(f) *Iran Representation and Certifications*.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*)

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

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

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

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

(g) *Disclosure*.

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

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

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

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

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

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

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

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

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

(End of Provision)

E.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/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

E.6 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

E.7 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

End of Document

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