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

1. REQUISITION NO. 438-26-4-1115-0750

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C26326Q0772

6. SOLICITATION ISSUE DATE: 06-04-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Scott Morrison scott.morrison2@va.gov

b. TELEPHONE NO. (No Collect Calls): 605-336-3230

8. OFFER DUE DATE/LOCAL TIME: 06-18-2026 3:00pm CDT

9. ISSUED BY — CODE 36C263

Department of Veterans Affairs
Network 23 Contracting Office (NCO 23)
Sioux Falls VA Healthcare System
2501 W. 22nd St.
Sioux Falls, SD 57105

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: 541990

SIZE STANDARD: $19.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING: N/A

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

15. DELIVER TO — CODE

Department of Veterans Affairs

2501 W 22nd St.
Sioux Falls SD 57105

16. ADMINISTERED BY — CODE

Department of Veterans Affairs
Network 23 Contracting Office (NCO 23)
Sioux Falls VA Healthcare System
2501 W. 22nd St.
Sioux Falls, SD 57105

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE

TELEPHONE NO. — UEI: — EFT:

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

18a. PAYMENT WILL BE MADE BY — CODE

Department of Veterans Affairs
Tungsten Electronic Invoicing
VA Tungsten Number: AAA544240062
va.registration@tungsten-network.com
Refer to VAAR 852.232-72

PHONE: — FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Request for quotes for Fire Extinguisher and Kitchen Hood inspection, maintenance and cleaning as specified in the statement of work below. All services shall take place at the Sioux Falls, SD VA Health Care System. All technical questions must be in writing and received by 06/15/2025 by 10:00AM CST to scott.morrison2@va.gov This requirement is being solicitated as a Total Service Disabled Veteran-Owned Small Business Set Aside. All offerors shall fill out the certificate of compliance For limitations on subcontracting (LOS) at C.5 and return With quote. Failure to sign LOS form will result in quote Being unresponsive. Period of Performance: 09-14-2026 to 09-13-2027 plus Four (4) Option Years. All quotes must be received by 06-18-2025 at 3:00pm CST Email quote to scott.morrison2@va.gov. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA (See CONTINUATION Page)
438-3660162-1115-855100 2543 0100501X3
438-26-4-1115-0750

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

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1(one) COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
- [ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Jeff Brown NCO2316L2-65423

31c. DATE SIGNED

Table of Contents

SECTION A 1

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 1

SECTION B - CONTINUATION OF SF 1449 BLOCKS 4

B.1 CONTRACT ADMINISTRATION DATA 4
B.2 PRICE/COST SCHEDULE 22
ITEM INFORMATION 22

SECTION C - CONTRACT CLAUSES 24

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) 24
C.2 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989) 29
C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 29
C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 29
C.5 52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022) 30
C.6 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026) 32
C.7 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) 33
C.8 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (MAR 2026) 33
C.9 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022) 37
C.10 VAAR 852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION) (MAR 2026) 37
C.11 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION) 38
C.12 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION) 41
C.13 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018) 42
C.14 VAAR 852.240-70 COMPLIANCE WITH PUBLIC LAW 119-37, SECTION 258 (MAR 2026) 44
C.15 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020) 45
C.16 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 45

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS 47

SECTION E - SOLICITATION PROVISIONS 48

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) 48
E.2 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) 53

E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION FEB 2025) 55
E.4 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION) 72
E.5 52.233-2 SERVICE OF PROTEST (SEP 2006) 72
E.6 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION) 72
E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 77
E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018) 77

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C263

Department of Veterans Affairs
Network 23 Contracting Office (NCO 23)
Sioux Falls VA Healthcare System
2501 W. 22nd St.
Sioux Falls, SD 57105

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] MONTHLY

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.

Tungsten Electronic Invoicing System
VA Tungsten Number is: AAA544240062
va.registration@tungsten-network.com
Refer to VAAR Clause 852.232-72

5. INVOICING INSTRUCTIONS:

In addition to information required for submission of a “proper” invoice in accordance with FAR 52.212-4 (g), all invoices must include:

- Name and Address of Contractor
- Contractor’s Invoice Date and Invoice Number

• Contract Number, Task Order Number, and/or Purchase Order Number
• Date(s) of Service
• Cost of service, i.e., hourly rate, quantity, job cost, trip, etc.
• Total price

Electronic Invoice Submission Method. Invoice(s) shall be electronically submitted through the Tungsten Network: https://www.tungsten-network.com/customer-campaigns/veterans-affairs/. The VA-FSC pays all associated transaction fees for VA orders.

The Tungsten direct vendor support number is 877-489-6135 for VA contracts. During Implementation (technical set-up) Tungsten will confirm your Tax Payer ID Number with the VA-FSC. This process can take up to five (5) business days to complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. https://www.tungsten-network.com/us/support/'. The VA-FSC pays all associated transaction fees for VA orders.
For additional information, please contact:

• Tungsten Support, Phone: 1-877-752-0900, Email: va.registration@tungsten-network.com
• Department of Veterans Affairs Financial Service Center, Phone: 1-877-353-9791, Email: vafscched@va.gov

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

AMENDMENT NO	DATE

B.2 STATEMENT OF WORK (SOW)

TITLE: Kitchen Hood and Portable Fire Extinguisher Inspection Contract

GENERAL OVERVIEW: The scope of work includes the provision of all labor, materials, equipment, tools, supervision and quality assurance necessary to complete services as described below.

- Portable fire extinguisher inspection/maintenance
- Portable fire extinguisher replacement
- Kitchen hood cleaning
- Kitchen hood inspection/maintenance
- Clean agent suppression system inspection/maintenance

The contractor is responsible for reviewing all items within the Statement of Work to assure that the contractor can meet all required work and inspection criteria.

DEFINITIONS AND ACRONYMS:

1. CO – Contracting Officer
2. SFVAHCS – Sioux Falls VA Health Care System

3. VATR – VA Technical Representative
4. VHA – Veteran's Health Administration
5. FE – Fire Extinguisher
6. NFPA – National Fire Protection Association
7. VCS – Veterans Canteen Service
8. NFS – Nutrition and Food Services
9. EFEIL – Electronic Fire Extinguisher Inspection Log (owner provided Excel spreadsheet)

PLACE OF PERFORMANCE:

Sioux Falls VA Health Care System (SFVAHCS) Campus
2501 West 26th Street
Sioux Falls, SD 57105

Areas of inspection include the SFVAHCS main campus and all outbuildings. Contractor shall coordinate work schedule with the VATR. SFVAHCS Main Campus work hours are Monday through Friday 8:00 am to 4:30pm Central Standard Time (CST), except national holidays. Work may be required to be performed outside of normal duty hours if mutually agreed upon by the VATR and Contractor. Any work resulting in hours outside of 8:00am to 4:30pm CST as a result of operational impacts shall occur at no additional expense to the government. Kitchen hood and duct cleaning will have a 6:00pm start time.

PERIOD OF PERFORMANCE:

This will be a single firm fixed priced contract, with one (1) base and up to four (4) option years:

Period	Period Begins	Period Ends
Base	09-14-2026	09-13-2027
Option Year 1	09-14-2027	09-13-2028
Option Year 2	09-14-2028	09-13-2029
Option Year 3	09-14-2029	09-13-2030
Option Year 4	09-14-2030	09-13-2031

Exercise of option years will be made at Government's discretion based on continued need for services, Contractor performance, and availability of funds in a given fiscal year.

AUTHORIZED SERVICES: Only those services specified herein are authorized under this contract. Prior to performing any service of a non-contract nature, the CO must be advised of the reasons for this additional work. Only the CO may authorize additional services, and reimbursement will not be made unless prior authorization has been obtained.

GOVERNMENT RESPONSIBILITIES:

1. The contractor will be provided with means to gain access to the work areas.
2. Provide the EFEIL for contractor use.
3. Badges and parking:
    a. All Contractor personnel are required to wear identification (I.D.) badges issued by the SFVAHCS Engineering office during the entire time they are on the SFVAHCS grounds.
    b. It is the responsibility of the Contractor's personnel to park in the appropriate designated parking areas. The SFVAHCS shall not validate or make reimbursement for parking violations of the Contractor's personnel under any circumstance.

4. Personnel requirements: The Government reserves the right to accept or reject Contractor's staff for the rendering of services. Complaints concerning Contract Personnel's performance or conduct shall be dealt with by the Contractor, VATR and the final decision made by the CO.
5. Any VA staff member may stop contractor's work if any immediate danger to life and health item/activity is found during performance of services.

CONTRACTOR RESPONSIBILITIES:

1. **Overall Reporting requirements and due dates (covers all sections outlined in Scope of Work):**
    a. All work shall be completed in accordance with all applicable Federal, State and Local guidelines/specifications/design standards and in compliance with NFPA.
    b. Contractor shall respond to VHA inquiries or questions and provide revised documents (if necessary) during period of performance of the contract.
    c. Contractor shall respond to questions within one calendar day if found to be in error by inspection entities or VHA staff and U.S. Occupational Safety and Health Administration (OSHA) Regulations, with special emphasis on NFPA 101, 80 and 105 most current editions.
    d. This contract will aid VHA staff in defending the report to external inspection entities where errors or omissions are suspected.
    e. All reports, quotes, and other contract documents shall be delivered to the VATR no later than 14 calendar days after completion of the inspection, testing, maintenance, or any other work.
    f. All reports will have a reference to the most current version of NFPA and Joint Commission section including relevant paragraphs.
    g. Each "Scope of Work" section may have separate reports in PDF and/or excel format individual files named for the work completed. Coordinate report grouping with VATR.
    h. Contractor shall email invoices to VATR to sign and return prior to uploading to Tungsten.
2. Contractor shall closely follow established procedures outlined in owner provided EFEIL. The "Guide" tab provides instructions for common matters related to managing the fire extinguisher data. Features are also added to identify and eliminate duplicates. Any spreadsheet drop down options, structural revisions, or any functional changes will be completed by the Owner. The EFEIL spreadsheet will be emailed between the contractor and the VA at a minimum of once per month as a shared record keeping resource.
3. The Contractor is responsible for safety during the performance of all work. The Contractor shall perform all work in accordance with the latest Occupational Safety and Health Administration (OSHA) regulations. The Contractor shall coordinate their work with VA Safety through the VATR. The Contractor shall be responsible for any damage to public or private property resulting from his/her activities and shall repair or otherwise make whole such damage at no cost to Owner. The Contractor shall provide a safety plan before beginning work.
4. Immediately notify the VATR and VA Safety Office in the event of an accident related to the performance of the work.
5. Conform to the specific safety requirement established by this contract.
6. Comply with the safety rules of the Government property that concern related activities not directly addressed in this contract.
7. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel performing, or in any way coming in contact, with the performance of this contract.
8. Take such additional immediate precaution as the CO may reasonably require for safety and accident prevention purposes.

9. Contractor is expected to perform services and maintain staffing levels such that services are conducted per inspection intervals defined in contract.
10. Contract holder shall be on campus during any subcontractor work.
11. Contractor shall establish PPE requirements with VATR upon contract award for various spaces within the hospital.

QUALIFICATIONS OF CONTRACTOR PERSONNEL:

1. Training certifications specific to NFPA sections outlined in “Scope of work”.
2. Contractor shall have minimum of 2 years’ experience and be trained/certified in NFPA 96 (Kitchen Hood Inspection for Health Care Facilities). The Inspector shall be familiar with the hood and fire suppression and fire alarm interlock components and their operation. Listed below is a list of areas of expertise:
    a. Kitchen Hood inspection experience
    b. Portable FE experience
3. Contractor personnel shall have a minimum of 2 years’ experience performing FE and kitchen hood inspections; at Government discretion, CO or VATR reserves the right to verify this experience by requesting documentation from Contractor.
4. Contractor shall obtain all licenses and certifications required by Federal, State, and Local environmental laws and regulations necessary to adhere to the specifications of this contract. The Contractor shall submit all plans, notifications, reports, submittal documents, and fees required by Federal, State, and Local environmental laws and regulations to the appropriate Federal, State, and Local authority and/or agency as necessary to adhere to the specification of this contract. All required licenses and certifications required by Federal, State, and Local environmental laws and/or regulations shall be considered a contract deliverable upon award.

Scope of work:

A. Service: Server Room Clean Agent Fire Suppression System Inspection
- **Work:** Visual inspection per NFPA 2001 11.2.2. Visual inspection to include: (1) Releasing panel is powered and free of supervisory, trouble or alarm conditions (2) Manual controls are unobstructed (3) System shows no physical damage or condition preventing operation (4) Pressure gauges in operating range (5) Equipment has not been changed or modified (6) All previously noted deficiencies have been corrected
- **Schedule:** Monthly
- **Quantity:** 12 inspections per contract year
- **Location(s):** Server Room 2096 in Building 5
- **Reporting requirements:** If any deficiencies are noted, notify the VATR in writing and submit a quote to correct as outlined in the parts for repair section of the SOW
- **Qualifications:** NFPA 2001 Certification
- **Procedure:** Contractor shall sign and date the tag

B. Service: Server Room Clean Agent Fire Suppression System Inspection
- **Work:** NFPA 2001 -11.3 Inspection strategy at the contractors’ option between pressure check, weight or pressure loss
- **Schedule:** Semi-annual inspection and tag replacement
- **Quantity:** 2 inspections per contract year
- **Location(s):** Server Room 2096 in Building 5
- **Reporting requirements:** NFPA 2001 11.3.6. An inspection tag shall be provided and include the following information: (1) Date of inspection (2) Person and organization performing the inspection (3) Type of Agent (4) Gross weight of the container and net weight of the agent (as applicable)

- **Qualifications:** NFPA 2001 Certification
- **Procedure:** NFPA 2001

C. Service: Server Room Clean Agent Fire Suppression System Maintenance
- **Work:** Visual inspection of compressed gas cylinders
- **Schedule:** 5 years
- **Quantity:** 1 time during contract cycle (OY 4 only)
- **Location(s):** Server Room 2096 in Building 5
- **Reporting requirements:** Cylinder inspection - Contractor shall provide and install a tag with contractor signature and date, attached to each cylinder, along with a suitable inspection report.
- **Qualifications:** NFPA 2001 Certification
- **Procedure:** NFPA 2001 and Section 3 of CGA C-6 Standard for visual inspection of steel compress gas cylinders, except that the containers need not be stamped while under pressure

D. Service: Server Room Clean Agent Fire Suppression System Maintenance
- **Work:** All systems inspected, serviced and tested for operation. Discharge tests are not required. Testing per manufacturer's instruction: (1) Ensure that hazard has not changed from what the system was designed to protect. While surveying the hazard, check for new hazards. (2) Check all nozzles to ensure they are in place and free of damage, corrosion and obstructions both internally and externally (3) Check the condition of the piping to ensure that it is properly secured in the hangers and that all fittings are connected tightly (4) Check all warning nameplates/signage in area to ensure they are in place, mounted securely, readable and not damaged (5) Check that all tanks are secured in brackets and free of damage corrosion and other missing components (6) Ensure tanks are free of damage or corrosion and check last hydro date (7) Verify tank discharge hoses have no structural problems like abrasions or weather checking and are properly connected (8) Remove all actuators from the tank valves and check the condition. The actuators will remain OFF until the final step. (9) Tank weighing options - covered in semi-annual inspection SOW section (10) Check the condition of the control panel for tempering, corrosion or damage (11) Ensure all detectors are in place, clean, and not damaged; check sensitivity in Auto-pulse control system as required (12) Ensure all pull stations are in place, and not blocked or damaged. Operate each pull station to ensure that they operate the correct panel. Reset each pull station. (13) While checking the detectors and electric pull stations, inspect each alarm device and verify that they operate properly when energized. Reset the alarm circuit after each test. (14) When all tests are completed, reset control panel and all accessory electrical equipment (15) Reset all electric (16) Install all electric/ pneumatic actuators on tank valves. Hand tighten. (17) Inform personnel that system is back in service
- **Schedule:** Annual
- **Quantity:** 1 time during contract year
- **Location(s):** Server Room 2096 in Building 5
- **Reporting requirements:** Record the annual maintenance on tag attached to unit AND forward a copy of the report to VATR
- **Qualifications:** NFPA 2001 Certification
- **Procedure:** As outlined in attachment A) Sapphire maintenance

E. Service: VCS and NFS Kitchen Hood and Exhaust Systems Inspection and Cleaning
- **Work:** The entire exhaust system shall be inspected for grease buildup 2 times per year using a grease depth gauge. The entire exhaust system (to include hoods, grease

removal devices, fans ducts and other appurtenances) to be cleaned to remove contaminants twice per year.

- **Schedule:** Biannually – hood inspection and cleaning in one mobilization
- **Quantity:** 4 times during contract year (2 inspections, x2 hoods)
- **Location(s):** VCS and NFS hoods, regardless of location
- **Reporting requirements:**
  Kitchen Exhaust System Grease Build up Inspection Report:
  - NFPA 96 12.6.13 – Labeling
    - Contractor shall include one NFPA 12.6.13.1 label affixed to hood system when hoods are both INSPECTED and CLEANED. Label includes:
      - Date service was performed
      - Name of person who performed work
      - Name, address and phone number of service provider
  - NFPA 96 12.6.14 and VA Specific Reporting Requirements:
    - A written report will identify current condition of each kitchen hood, connected ductwork, and exhaust fans. Handwritten notes are not an acceptable format for final reports.
    - Date inspection was performed
    - Name of Technician who performed work
    - Name, address and phone number of service provider
    - Photo of each kitchen hood and associated ductwork at inlet and outlet
    - Kitchen hood room number and location
    - Measurement of grease thickness on hood surface
    - Measurement of grease thickest grease found in ductwork
    - Measurement of grease thickness found in exhaust fan
    - Areas that are inaccessible and were not inspected
    - Areas that are accessible but were not inspected
    - Location of duct access panel(s)
    - Locations of visible leakage from ductwork
    - Locations of leaking access panels
    - Applicable codes
    - If any deficiencies are noted, notify the VATR in writing and submit a quote to correct as outlined in the parts for repair section of the SOW

  Post Kitchen Exhaust System Cleaning Report:
  - NFPA 96 12.6.13 – Labeling
    - Contractor shall include one NFPA 12.6.13.1 label affixed to hood system when hoods are both INSPECTED and CLEANED. Label includes:
      - Date service was performed
      - Name of person who performed work
      - Name, address and phone number of service provider
  - NFPA 96 12.6.15 and VA Specific Reporting Requirements:
    - A written report will identify current condition of each kitchen hood, connected ductwork, and exhaust fans. Handwritten notes are not an acceptable format for final reports.
    - Date inspection was performed
    - Name of Technician who performed cleaning
    - Name, address and phone number of service provider
    - Photo of each kitchen hood and associated ductwork at inlet and outlet
    - Kitchen hood room number and location
    - Measurement of grease thickness on hood surface after cleaning, at the same location as inspection

    - Measurement of grease thickest grease found in ductwork after cleaning, at the same location as inspection
    - Measurement of grease thickness found in exhaust fan after cleaning, at the same location as inspection
    - Areas that are inaccessible and were not cleaned
    - Areas that are accessible but were not cleaned
    - Location(s) of duct access panel(s)
    - Location(s) of visible leakage from ductwork
    - Location(s) of leaking access panels
    - Applicable codes
    - If any deficiencies are noted, notify the VATR in writing and submit a quote to correct as outlined in the parts for repair section of the SOW
- **Qualifications:** NFPA 96 Certifications
- **Procedure:** Acceptable cleaning methods are (1) Manual cleaning by scraping, grinding, or scrubbing (2) Chemical cleaning with agents and water (3) Pressure washing with pressurized water, or pressurized water and agents (4) Steam cleaning with pressurized steam. Wastewater and solid waste used in the cleaning process are to be collected and disposed of by the contractor. Upon completion of the cleaning, the grease depth shall be measured and confirmed to be less than 0.002 inches (50 microns). Attachment B: Deep Cleaning Instructions.

F. Service: CLC Cottage Kitchen Hood and Exhaust Systems Inspection and Cleaning

- **Work:** The entire exhaust system should be inspected for grease buildup once per year using a grease depth gauge. The entire exhaust system (to include hoods, grease removal devices, fans, ducts and other appurtenances) will be cleaned to remove contaminants. A frequency of 1x per year was selected from Table 12.4 for CLC Cottage.
- **Schedule:** Annual
- **Quantity:** 1 inspection/cleaning per contract year
- **Location(s):** CLC Cottage, Building 54
- **Reporting requirements:**
  Kitchen Exhaust System Grease Build up <u>Inspection</u> Report:
  - NFPA 96 12.6.13 – Labeling
    - Contractor shall include one NFPA 12.6.13.1 label affixed to hood system when hoods are both INSPECTED and CLEANED. Label includes:
      - Date service was performed
      - Name of person who performed work
      - Name, address and phone number of service provider
  - NFPA 96 12.6.14 and VA Specific Reporting Requirements:
    - A written report will identify current condition of each kitchen hood, connected ductwork, and exhaust fans. Handwritten notes are not an acceptable format for final reports.
    - Date inspection was performed
    - Name of Technician who performed work
    - Name, address and phone number of service provider
    - Photo of each kitchen hood and associated ductwork at inlet and outlet
    - Kitchen hood room number and location
    - Measurement of grease thickness on hood surface
    - Measurement of grease thickest grease found in ductwork
    - Measurement of grease thickness found in exhaust fan
    - Areas that are inaccessible and were not inspected
    - Areas that are accessible but were not inspected
    - Location of duct access panel(s)

- Locations of visible leakage from ductwork
- Locations of leaking access panels
- Applicable codes
- If any deficiencies are noted, notify the VATR in writing and submit a quote to correct as outlined in the parts for repair section of the SOW

Post Kitchen Exhaust System Cleaning Report:

- NFPA 96 12.6.13 – Labeling
  - Contractor shall include one NFPA 12.6.13.1 label affixed to hood system when hoods are both INSPECTED and CLEANED. Label includes:
    - Date service was performed
    - Name of person who performed work
    - Name, address and phone number of service provider
- NFPA 96 12.6.15 and VA Specific Reporting Requirements:
  - A written report will identify current condition of each kitchen hood, connected ductwork, and exhaust fans. Handwritten notes are not an acceptable format for final reports.
  - Date Inspection was performed
  - Name of Technician who performed cleaning
  - Name, address and phone number of service provider
  - Photo of each kitchen hood and associated ductwork at inlet and outlet
  - Kitchen hood room number and location
  - Measurement of grease thickness on hood surface after cleaning, at the same location as inspection
  - Measurement of grease thickest grease found in ductwork after cleaning, at the same location as inspection
  - Measurement of grease thickness found in exhaust fan after cleaning, at the same location as inspection
  - Areas that are inaccessible and were not cleaned
  - Areas that are accessible but were not cleaned
  - Location(s) of duct access panel(s)
  - Location(s) of visible leakage from ductwork
  - Location(s) of leaking access panels
  - Applicable codes
  - If any deficiencies are noted, notify the VATR in writing and submit a quote to correct as outlined in the parts for repair section of the SOW
- **Qualifications:** NFPA 96 Certifications
- **Procedure:** Acceptable cleaning methods are (1) Manual cleaning by scraping, grinding, or scrubbing (2) Chemical cleaning with agents and water (3) Pressure washing with pressurized water, or pressurized water and agents (4) Steam cleaning with pressurized steam. Wastewater and solid waste used in the cleaning process are to be collected and disposed of by the contractor. Upon completion of the cleaning, the grease depth shall be measured and confirmed to be less than 0.002 inches (50 microns). Attachment B: Deep Cleaning instructions.

G. Service: VCS, NFS, and CLC Cottage Kitchen Hood Fire Suppression – Inspections

- **Work:** NFPA 96 - Inspect kitchen hood fire suppression systems with Ansul R102 system
  (1) Contractor shall recharge any hood suppression cylinders which have been determined by the contractor to be repairable
  (2) Contractor shall dispose of any fire suppression cylinders as requested by the owner
- **Schedule:** Semiannually
- **Quantity:** 6 inspections per contract year (semiannually, x3 hoods)

- **Location(s):** 1 hood in Hospice Cottage, Building 54; 1 VCS hood and 1 NFS hood in main hospital, Building 5
- **Reporting requirements:** NFPA 96 12.3.4 A documentation tag shall include the year of manufacture and date of installation of the fusible links, signed by installer. A certificate of inspection and maintenance will be provided to the VATR. NFPA 17A Maintenance report, including any recommendations. If any deficiencies are noted, notify the VATR in writing and submit a quote to correct as outlined in the parts for repair section of the SOW.
- **Qualifications:** Must be trained and hold an ANSUL certificate in an R-102 program
- **Procedure:** Fusible links (metal alloy type--date of manufacture marked on inspection tag) and automatic sprinklers (metal alloy type-same temperature rating) shall be replaced. NFPA 17A--Maintenance shall be conducted in accordance with the manufacturer's design, installation, and maintenance manual to include (1) The hazard has not changed (2) Examination of all detectors, expellant gas containers, agent containers, releasing devices, piping, hose assemblies, nozzles, signals, auxiliary equipment and liquid level (non-pressurized) (3) Test to verify that the agent distribution piping is not obstructed using nitrogen or dry air at a pressure not to exceed normal operating pressure of the extinguishing system and to ensure that nitrogen or dry air has discharged out of each nozzle in the system. Where maintenance of the wet chemical containers reveals conditions (corrosion or pitting in excess of manufacturers limits, structural damage, fire damage, repairs by soldering welding or brazing) the container shall be replaced. Where maintenance of the wet chemical system reveals corrosion or pitting in excess of manufacturers limits, structural damage, or fire damage the affected parts shall be replaced. Testing shall include operation of the detection system signals and releasing devices including manual station and other associated equipment.

H. Service: VCS, NFS, and CLC Cottage Kitchen Hood Fire Suppression – Inspections and Tag Signing

- **Work:** NFPA 96 and NFPA 17A 8.2.2
- **Schedule:** Monthly
- **Quantity:** 36 inspections per contract year (monthly, x3 hoods)
- **Location(s):** 1 hood in Hospice Cottage, Building 54; 1 VCS hood and 1 NFS hood in main hospital, Building 5
- **Reporting requirements:** NFPA 96 and NFPA 17A 8.2.2 Must sign tag that is affixed to equipment. If any deficiencies are noted, notify the VATR in writing and submit a quote to correct as outlined in the parts for repair section of the SOW.
- **Qualifications:** Must be trained and hold an ANSUL certificate in an R-102 program
- **Procedure:** Visual inspection shall be conducted in accordance with the manufacturers' listed maintenance manual and shall include, at a minimum (1) The extinguishing system is in its proper location (2) Manual actuators are unobstructed (3) Tamper indicators and seals are intact (4) The maintenance tag and certificate are in place (5) No obvious physical damage or conditions exist that would prevent operation (6) The pressure gauges have been inspected physically or electronically to ensure it is in operable range (7) The nozzle blowoff caps are intact and undamaged (8) The hazard has not changed, including replacement, modification and relocation of protected equipment

I. Service: VCS, NFS, and CLC Cottage Kitchen Hood Fire Suppression Nozzle – Inspections and Maintenance

- **Work:** Suppression nozzle maintenance
- **Schedule:** Annual and per R102 systems manufacturer recommendations
- **Quantity:** 3 inspections per contract year (annually, x3 hoods)
- **Location(s):** 1 hood in Hospice Cottage, Building 54; 1 VCS hood and 1 NFS hood in main hospital, Building 5

- **Reporting requirements:** No explicit reporting requirement in NFPA or manual
- **Qualifications:** Must be trained and hold an ANSUL certificate in an R-102 program
- **Procedure:** At least annually, use dry air or nitrogen and blow through the agent distribution piping with the nozzle blow-off caps, verify that dry air or nitrogen is discharging at each nozzle station. Replace all as required per NFPA 96 12.2.4 through 12.2.8.

J. Service: Portable Fire Extinguisher Inspections for all types

- **Work:**
  (1) All inspections, maintenance, and testing criteria used will be in compliance with manufacturers established operating standards and the most current edition of National Fire Protection Association (NFPA) 10/ Standard for Portable Fire Extinguishers.
  (2) Any FE found unserviceable during an inspection will be exchanged with like-type of extinguisher from the spare inventory located on the main Sioux Falls campus. Contractor shall provide quote for any new extinguisher not available in owner stock. New/replacement FE should be given a sticker number, using the EFEIL to find a number that is not already being used.
  (3) Any new FE that is brought into the SFVAHCS inventory will have an inventory number established by the contractor and will be placed on the EFEIL maintained by the contractor. All information from the new extinguisher will be provided to the SFVAHCS Safety Office by the contractor as part of the EFEIL. Each extinguisher shall have a unique number. The electronic record includes filters to identify duplicates.
  (4) Contractor shall recharge FEs which have been determined by the contractor to be repairable.
  (5) Contractor will locate each fire extinguisher and note month, date, and initials of inspector on each extinguisher tag. NFPA 7.2.2 process.
- **Schedule:** Monthly
- **Quantity:** 4,800 FE inspections per contract year, in support of 400 individual devices (12 months x 400 FE)
- **Location(s):** Main Sioux Falls campus
- **Reporting requirements:** All records will be maintained by the contractor in the owner provided EFEIL. The EFEIL includes: serial #, manufacturer, type, weight/volume, number, manufacture date, annual maintenance date, next scheduled maintenance action, building, floor, room data point, and applicable service technician. The EFEIL provided by the SFVAHCS to the contractor shall be updated and delivered to the VATR. Contractor is responsible for accurately maintaining the location of all extinguishers throughout the contract. The EFEIL will be turned into the SFVAHCS Safety Office in Excel and PDF formats. NFPA 10 7.2.2 Contractor to perform monthly inspections and document the date, result, and technician completing the work in the EFEIL.
- **Qualifications:** NFPA 10 Certifications
- **Procedure:** NFPA 7.2.2 (1) Locate in designated place (2) Visibility of extinguisher or means of indicating extinguisher location (if sign is missing, note on EFEIL spreadsheet) (3) Access to extinguisher (if blocked by equipment, tables, etc note on EFEIL spreadsheet) (4) Pressure gauge indicator in operable range (5) Fullness determined by weighing or hefting (6) Tamper band in place (7) No physical damage

K. Service: Portable Fire Extinguisher Inspections for all types

- **Work:**
  (1) All inspections, maintenance, and testing criteria used will be in compliance with manufacturers established operating standards and the most current edition of National Fire Protection Association (NFPA) 10/ Standard for Portable Fire Extinguishers
  (2) Any FE found unserviceable during an inspection will be exchanged with like-type of extinguisher from the spare inventory located on the main Sioux Falls campus.

Contractor shall provide quote for any new extinguisher not available in owner stock. New/replacement FE should be given a sticker number, using the EFEIL to find a number that is not already being used.
(3) Any new FE that is brought into the SFVAHCS inventory will have an inventory number established by the contractor and will be placed on the EFEIL maintained by the contractor. All information from the new extinguisher will be provided to the SFVAHCS Safety Office by the contractor as part of the EFEIL. Each extinguisher shall have a unique number. The electronic record includes filters to identify duplicates.
(4) Contractor shall recharge FEs which have been determined by the contractor to be repairable.
(5) Contractor shall dispose of any portable fire extinguisher. Including those listed in the owner provided EFEIL, any unserviceable fire extinguisher, and any requested by the owner.
(6) Contractor shall perform a campus-wide audit of the FE inventory each January with the maintenance inspections, including contractor or owner provided devices. An audit requires verifying that all data on the EFEIL matches the extinguisher data in the field. Refer to overall reporting requirements for each data point.

- **Schedule:** Annual. Inspection and maintenance shall be completed by January 31 of each year.
- **Quantity:** 400 inspections per year for Base, OY 1, OY 2, OY 3, and OY 4
- **Location(s):** Main Sioux Falls campus
- **Reporting requirements:** All records will be maintained by the contractor in the owner provided EFEIL. The EFEIL Includes: serial #, manufacturer, type, weight/volume, number, manufacture date, annual maintenance date, next scheduled maintenance action, building, floor, room data point, and applicable service technician. The EFEIL provided by the SFVAHCS to the contractor shall be updated and delivered to the VATR. Contractor is responsible for accurately maintaining the location of all extinguishers throughout the contract. The EFEIL will be turned into the SFVAHCS Safety Office in Excel and PDF formats. Contractor shall provide annual report of discrepancies found in EFEIL and make corrections to the spreadsheet.
- **Qualifications:** NFPA 10 Certifications
- **Procedure:** NFPA 10 7.3.2. Each individual FE must have maintenance performed in accordance with NFPA 10, including recharging where necessary. The maintenance shall include, at a minimum, the following: (1) Locate in designated place (2) No obstruction to access or visibility to the extinguisher. Any access or visibility issues that cannot be immediately corrected shall be documented on the EFEIL (3) Operating instructions on nameplate are legible and facing outward (4) Safety seals and tamper indicators are not broken or missing (5) Fullness determined by weighing or “hefting” (6) Examination for obvious physical damage, corrosion, leakage, or clogged nozzle (7) Pressure gauge reading or indicator in the operable range or position (8) Contractor will supply a new inspection tag with the year and month documented. (9) Tamper indicators are to be completely removed and replaced. Contractor shall perform annual maintenance and document the date, result, and technician completing the work in the EFEIL.

L. Service: Portable CO2 Fire Extinguisher Inspection

- **Work:** Hose conductivity test
(1) All inspections, maintenance, and testing criteria used will be in compliance with manufacturers established operating standards and the most current edition of National Fire Protection Association (NFPA) 10/ Standard for Portable Fire Extinguishers
(2) Any FE found unserviceable during an inspection will be exchanged with like-type of extinguisher from the spare inventory located on the main Sioux Falls campus. Contractor shall provide quote for any new extinguisher not available in owner stock.

New/replacement FE should be given a sticker number, using the EFEIL to find a number that is not already being used.
(3) Any new FE that is brought into the SFVAHCS inventory will have an inventory number established by the contractor and will be placed on the EFEIL maintained by the contractor. All information from the new extinguisher will be provided to the SFVAHCS Safety Office by the contractor as part of the EFEIL. Each extinguisher shall have a unique number. The electronic record includes filters to identify duplicates.
(4) Contractor shall recharge FEs which have been determined by the contractor to be repairable.

- **Schedule:** Annual
- **Quantity:** 80 FE inspections per year for Base, OY 1, OY 2, OY 3, and OY 4
- **Location(s):** Main Sioux Falls campus
- **Reporting requirements:** All records will be maintained by the contractor in the owner provided EFEIL. The EFEIL includes: serial #, manufacturer, type, weight/volume, number, manufacture date, annual maintenance date, next scheduled maintenance action, building, floor, room data point, and applicable service technician. The EFEIL provided by the SFVAHCS to the contractor shall be updated and delivered to the VATR. Contractor is responsible for accurately maintaining the location of all extinguishers throughout the contract. The EFEIL will be turned into the SFVAHCS Safety Office in Excel and PDF formats. Durable weatherproof label minimum of ½" x 3" affixed to hose with month and year test performed indicated by perforation, name or initials of person and agency conducting test. Tamper indicators are to be completely removed and replaced. Contractor shall perform annual maintenance and document the date, result, and technician completing the work in the EFEIL.
- **Qualifications:** NFPA 10 Certifications
- **Procedure:** NFPA 10 7.4

M. Service: Portable Water Mist, CO2, and Class K Fire Extinguisher Maintenance

- **Work:**
(1) All inspections, maintenance, and testing criteria used will be in compliance with manufacturers established operating standards and the most current edition of National Fire Protection Association (NFPA) 10/ Standard for Portable Fire Extinguishers
(2) Any FE found unserviceable during an inspection will be exchanged with like-type of extinguisher from the spare inventory located on the main Sioux Falls campus. Contractor shall provide quote for any new extinguisher not available in owner stock. New/replacement FE should be given a sticker number, using the EFEIL to find a number that is not already being used.
(3) Any new FE that is brought into the SFVAHCS inventory will have an inventory number established by the contractor and will be placed on the EFEIL maintained by the contractor. All information from the new extinguisher will be provided to the SFVAHCS Safety Office by the contractor as part of the EFEIL. Each extinguisher shall have a unique number. The electronic record includes filters to identify duplicates.
(4) Contractor shall recharge FEs which have been determined by the contractor to be repairable.
(5) Hydrostatic testing of all portable FEs shall be done by January 31 of the year they are to expire as defined by the interval in NFPA 10 Table 8.3.1
- **Schedule:** 5 year
- **Quantity:** Base year = 7 FE, OY 1 = 12, OY 2 = 35, OY 3 = 10, and OY 4 = 18
- **Location(s):** Main Sioux Falls campus
- **Reporting requirements:** All records will be maintained by the contractor in the owner provided EFEIL. The EFEIL includes: serial #, manufacturer, type, weight/volume, number, manufacture date, annual maintenance date, next scheduled maintenance action, building, floor, room data point, and applicable service technician. The EFEIL

provided by the SFVAHCS to the contractor shall be updated and delivered to the VATR. Contractor is responsible for accurately maintaining the location of all extinguishers throughout the contract. The EFEIL will be turned into the SFVAHCS Safety Office in Excel and PDF formats. The record is to be maintained by the organization that performed the test until either the expiration of the test period or the cylinder is next tested, whichever occurs first. Label should be 2' x 3 ½", affixed by heatless process, self-destructs when removed from shell and made of a durable weatherproof material with pressure sensitive. Contractor shall update EFEIL with next scheduled maintenance due date and planned action.

- **Qualifications:** NFPA 10 Certifications
- **Procedure:** NFPA 8.5

N. Service: Portable ABC, halogenated agents, and Purple K Fire Extinguisher Maintenance

- **Work:**
  (1) All inspections, maintenance, and testing criteria used will be in compliance with manufacturers' established operating standards and the most current edition of National Fire Protection Association (NFPA) 10/ Standard for Portable Fire Extinguishers
  (2) Any FE found unserviceable during an inspection will be exchanged with like-type of extinguisher from the spare inventory located on the main Sioux Falls campus. Contractor shall provide quote for any extinguisher not available in owner stock. New/replacement FE should be given a sticker number that is unused on the EFEIL.
  (3) Contractor shall recharge FEs which have been determined by the contractor to be repairable.
  (4) NFPA 10 - 6 year maintenance NFPA 10 7.3.6 (all extinguishers with 12-year hydrostatic test defined by Table 8.3.1) i.e. ABC, clean agent
- **Schedule:** 6 year
- **Quantity:** Base year = 10 FE, OY 1 = 28, OY 2 = 45, OY 3 = 16, and OY 4 = 45
- **Location(s):** Main Sioux Falls campus
- **Reporting requirements:** All records will be maintained by the contractor in the owner provided EFEIL. The EFEIL includes: serial #, manufacturer, type, weight/volume, number, manufacture date, annual maintenance date, next scheduled maintenance action, building, floor, room data point, and applicable service technician. The EFEIL provided by the SFVAHCS to the contractor shall be updated and delivered to the VATR. Contractor is responsible for accurately maintaining the location of all extinguishers throughout the contract. The EFEIL will be turned into the SFVAHCS Safety Office in Excel and PDF formats. Durable weatherproof label minimum of 2" x 3 ½" affixed to shell, self-destructive type when removal is attempted, at minimum has month and year, person and agency performing test. Contractor shall update EFEIL with next scheduled maintenance due date and planned action.
- **Qualifications:** NFPA 10 Certifications
- **Procedure:** NFPA 7.3.6

O. Service: Portable ABC, Halogenated Agents, and Purple K Fire Extinguisher Maintenance

- **Work:**
  (1) All inspections, maintenance, and testing criteria used will be in compliance with manufacturers established operating standards and the most current edition of National Fire Protection Association (NFPA) 10/ Standard for Portable Fire Extinguishers
  (2) Any FE found unserviceable during an inspection will be exchanged with like-type of extinguisher from the spare inventory located on the main Sioux Falls campus. Contractor shall provide quote for any new extinguisher not available in owner stock. New/replacement FE should be given a sticker number that is unused on the EFEIL.
  (3) Any new FE that is brought into the SFVAHCS inventory will have an inventory number established by the contractor and will be placed on the EFEIL maintained by the

contractor. All information from the new extinguisher will be provided to the SFVAHCS Safety Office by the contractor as part of the EFEIL. Each extinguisher shall have a unique number. The electronic record includes filters to identify duplicates.
(4) Contractor shall recharge FEs which have been determined by the contractor to be repairable
(5) Hydrostatic testing of all portable FEs shall be done by January 31 of the year they are to expire as defined by the interval in NFPA 10 Table 8.3.1

- **Schedule:** 12 year
- **Quantity:** Base year = 16 FE, OY 1 = 18, OY 2 = 30, OY 3 = 12, and OY 4 = 10
- **Location(s):** Main Sioux Falls campus
- **Reporting requirements:** All records will be maintained by the contractor in the owner provided EFEIL. The EFEIL includes: serial #, manufacturer, type, weight/volume, number, manufacture date, annual maintenance date, next scheduled maintenance action, building, floor, room data point, and applicable service technician. The EFEIL provided by the SFVAHCS to the contractor shall be updated and delivered to the VATR. Contractor is responsible for accurately maintaining the location of all extinguishers throughout the contract. The EFEIL will be turned into the SFVAHCS Safety Office in Excel and PDF formats. The record is to be maintained by the organization that performed the test until either the expiration of the test period or the cylinder is next tested, whichever occurs first. Label should be 2” x 3 ½”, affixed by heatless process, self-destructs when removed from shell and made of a durable weatherproof material with pressure sensitive. Contractor shall update EFEIL with next scheduled maintenance due date and planned action.
- **Qualifications:** NFPA 10 Certifications
- **Procedure:** NFPA 8.5

P. Service: Portable Fire Extinguisher Replacement – All Types

- **Work:** Any new FE that is brought into the SFVAHCS inventory will have a unique inventory number established by the contractor and will be placed on the EFEIL maintained by the contractor. All information from the new extinguisher will be provided to the SFVAHCS Safety Office by the contractor as part of the EFEIL. Each extinguisher shall have a unique number. The electronic record includes filters to identify duplicates. Contractor shall use owner inventory where replacement indicated. Extinguishers that do not match inventory shall be provided to owner for owner stock and the actual extinguisher shall be quoted separately.
- **Approved manufacturers for fire extinguishers and specs:** Amerex, Ansul, and Buckeye. Fire extinguishers shall be maintainable through established industry standards. Disposable models are not approved for use on campus.
- **Schedule:** Replace portable fire extinguishers for each January in the following tables.

Base Year:

Fire Extinguisher Data					
Serial #	Manufacturer	Type	Weight/Volume	Number	MFG Date
MZ-577689	Amerex	ABC	10lb	20	1995
PA-488459	Amerex	ABC	10lb	66	1997
JC-357393	Amerex	ABC	10lb	119	1989
PA-488458	Amerex	ABC	10lb	318	1997
JC-357394	Amerex	ABC	10lb	319	1989
JC-357383	Amerex	ABC	10lb	359	1989
HE-00900676	Buckeye	ABC	10lb	405	1987
JC-357386	Amerex	ABC	10lb	407	1989

OY 1:

Fire Extinguisher Data					
Serial #	Manufacturer	Type	Weight/Volume	Number	MFG Date
HE-00900439	Buckeye	ABC	10lb	23	1988
JY-446639	Amerex	ABC	10lb	46	1991
JC-357387	Amerex	ABC	10lb	261	1989
NY-894398	Amerex	ABC	10lb	266	1997
PA-488460	Amerex	ABC	10lb	268	1997
PJ-829662	Amerex	ABC	20lb	310	1998
GG-188028	Amerex	ABC	10lb	340	1986
GG-188035	Amerex	ABC	10lb	341	1986
JC-357384	Amerex	ABC	10lb	342	1989
NY-894397	Amerex	ABC	10lb	362	1997
he-00900449	Buckeye	ABC	10lb	409	1989
PT322259	Buckeye	ABC	5lb	474	1998

OY 2:

Fire Extinguisher Data					
Serial #	Manufacturer	Type	Weight/Volume	Number	MFG Date
JC-357391	Amerex	ABC	10lb	10	1989
X-038653	Amerex	CO2	10lb	33	1998
X-153008	Amerex	CO2	10lb	40	1998
X-153623	Amerex	CO2	10lb	55	1998
X-153499	Amerex	CO2	10lb	64	1998
PW-814028	Amerex	ABC	5lb	83	1999
P-J829666	Amerex	ABC	20lb	86	1991

X-153496	Amerex	CO2	10lb	89	1998
MG-240076	Amerex	ABC	5lb	97	1994
X-153498	Amerex	CO2	10lb	105	1998
KP-134642	Amerex	ABC	5lb	116	1992
X-153003	Amerex	CO2	10lb	126	1998
PA-488468	Amerex	ABC	10lb	130	1997
X-153624	Amerex	CO2	10lb	146	1998
X-041185	Amerex	CO2	10lb	173	1998
W-970598	Amerex	CO2	5lb	250	1998
W-970602	Amerex	CO2	5lb	254	1998
W-858198	Amerex	CO2	5lb	332	1997
W-822709	Amerex	CO2	5lb	336	1997
X-041188	Amerex	CO2	10lb	379	1998
X-041190	Amerex	CO2	10lb	380	1998
X-040644	Amerex	CO2	10lb	386	1998
X-153500	Amerex	CO2	10lb	387	1998
W-594859	Amerex	CO2	15lb	388	1996
W-786601	Badger	CO2	15lb	389	1997
X-153002	Amerex	CO2	10lb	397	1998
X-041198	Amerex	CO2	10lb	398	1998
X-153625	Amerex	CO2	10lb	400	1998
X-040643	Amerex	CO2	10lb	404	1998
KP-134640	Amerex	ABC	5lb	413	1992
GG-188058	Amerex	ABC	10lb	415	1986
W-786606	Badger	CO2	15lb	421	1997

OY 3 (2030):

Fire Extinguisher Data					
Serial #	Manufacturer	Type	Weight/Volume	Number	MFG Date
X-153001	Amerex	CO2	10lb	432	1998
PA-488461	Amerex	ABC	10lb	821	1/1/1997

OY 4:
Not applicable.

- **Location(s):** Main Sioux Falls campus
- **Reporting requirements:** All records will be maintained by the contractor in the owner provided EFEIL. The EFEIL includes: serial #, manufacturer, type, weight/volume, number, manufacture date, annual maintenance date, next scheduled maintenance action, building, floor, room data point, and applicable service technician. The EFEIL provided by the SFVAHCS to the contractor shall be updated and delivered to the VATR. Contractor is responsible for accurately maintaining the location of all extinguishers throughout the contract. The EFEIL will be turned into the SFVAHCS Safety Office in

Excel and PDF formats. Contractor shall update the EFEIL when new extinguishers are brought on campus. Contractor shall update: serial #, manufacturer, type, weight/volume, number, manufacture date, most recent annual inspection, and confirm next scheduled maintenance action is correct.

Q. Service: Parts for Repair

- If repairs resultant from inspections are identified, the Contractor shall provide all replacement parts or bill of materials needed to keep systems operating. Parts may be repaired or replaced, as the contractor deems appropriate, so long as amount listed in CLINs for Parts Repair cited in Section B.2 (Price/Cost Schedule) is not exceeded. No used parts will be used to repair this equipment.
- For repairs, Contactor shall furnish the VATR with a written estimate of the cost to make necessary repairs. Contractor shall also provide a comparison quote to the VATR for what that item would have cost for commercial pricing so Government has basis for making price fair and reasonableness determination, or as alternative, Contractor shall provide a quote provided to another federal agency for similar item for determination purposes.
- <u>If cost exceeds cost listed for applicable line item</u> in Section B.2 (Price/Cost Schedule), the CO shall issue a bilateral contract modification to increase funding for this line item per coordination with VATR, that includes supporting documentation as cited above.

GOVERNING LAW: Federal law and regulation, including without limitation, the Contract Disputes Act (41 U.S.C. §601-613), the Anti-Deficiency Act (31 U.S.C. §1341 et seq.), the Competition in Contracting Act (10 U.S.C. §2304), the Prompt Payment Act (31 U.S.C. §3901, et seq.) and FAR clauses 52.212-4, 52.227-14, 52.227-19 shall supersede, control and render ineffective any inconsistent, conflicting or duplicative provision in any commercial license agreement. The contractor shall be responsible for furnishing all material, labor and/or equipment required to perform all work outlined in this contract. The Government's review, approval, acceptance of, or payment for services required under this contract shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable laws for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

Hazardous wastes are as defined in U.S. Environmental Protection Agency (EPA) regulations 40 Code of Federal Regulations (CFR) 261. The Contractor shall be the official waste generator for any hazardous waste generated through performance of this contract unless specified otherwise in this contract. The Contractor shall not store any hazardous waste in this government property without obtaining prior permission and related instructions from the Contacting Officer. Hazardous waste shall be moved off location and disposed as they are generated or whenever requested by the CO. In no case, shall the waste remain on government property after completion of work. It shall be the Contractor's responsibility to comply with EPA 40 CFR 260265 and DER Code 25 CH 75 regulations concerning hazardous waste generation, storage, treatment and disposal.

Attachments:
A) Sapphire maintenance
B) Deep Cleaning Instructions
C) Electronic Fire Extinguisher Inspection Log (Excel spreadsheet)

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Fire extinguisher and kitchen hood inspection service Contract Period: Base POP Begin: 09-14-2026 POP End: 09-13-2027 PRINCIPAL NAICS CODE: 541990 - All Other Professional, Scientific, and Technical Services PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	12.00	MO	_____	_____
1001	Fire extinguisher and kitchen hood inspection service Contract Period: Option 1 POP Begin: 09-14-2027 POP End: 09-13-2028 PRINCIPAL NAICS CODE: 541990 - All Other Professional, Scientific, and Technical Services PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	12.00	MO	_____	_____
2001	Fire extinguisher and kitchen hood inspection service Contract Period: Option 2 POP Begin: 09-14-2028 POP End: 09-13-2029 PRINCIPAL NAICS CODE: 541990 - All Other Professional, Scientific, and Technical Services PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	12.00	MO	_____	_____
3001	Fire extinguisher and kitchen hood inspection service Contract Period: Option 3 POP Begin: 09-14-2029 POP End: 09-13-2030 PRINCIPAL NAICS CODE: 541990 - All Other Professional, Scientific, and Technical Services PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment	12.00	MO	_____	_____

4001	12.00	MO	_____	_____
	Fire extinguisher and kitchen hood inspection service Contract Period: Option 3 POP Begin: 09-14-2030 POP End: 09-13-2031 PRINCIPAL NAICS CODE: 541990 - All Other Professional, Scientific, and Technical Services PRODUCT/SERVICE CODE: H312 - Inspection - Fire Control Equipment			

GRAND TOTAL	_____

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT 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)

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

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

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

(End of Addendum to 52.212-4)

C.2 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 10 calendar days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 15 calendar days before the contract expires.

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 5 calendar days before the contract expires; provided that the Government gives the

Contractor a preliminary written notice of its intent to extend at least 15 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.5 52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition.*

Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[*Contracting Officer check as appropriate.*]

X By the end of the base term of the contract 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.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

C.6 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.7 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

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

- **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.

- *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

- *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
enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]

enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]
enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]
enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]
enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]
enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]
Positions/Tasks Designated as Non-Sensitive Positions - Tier 2/Mod Risk
enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]
enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]

enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]
enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]
enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]
enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]
Positions/Tasks Designated as Non-Sensitive Positions - Tier 4/High Risk
enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]
enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]
enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]
enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]
enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]
enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]

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

Tier 3: *enter "Non-Critical" or "Not Applicable" if no positions are identified as Tier 3]*

Tier 5: *enter either Critical Sensitive and/or Special Sensitive, or "Not Applicable" if no positions are identified as Tier 5]*

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

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

information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract.

The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

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

- When no longer needed for contract performance.
- Upon completion of the Contractor/subcontractor employee's employment.
- 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.9 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation letter shall be furnished to the Contractor.

(End of Clause)

C.10 VAAR 852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION) (MAR 2026)

(a) The Contractor shall comply with current Department of Veterans Affairs policy for personal identity verification of all employees performing under this contract when physical access to VA facilities, and/or logical access to VA information and VA information systems is required.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require physical access to VA facilities, and/or logical access to VA information and VA information systems.

(End of Clause)

C.11 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Agreement/LOS certification.* When awarded a contract action, including orders under multiple-award contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or ''similarly situated'' (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

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

(2) *Supplies/products*.

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

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

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

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

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

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

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

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

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

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

requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

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

(End of Clause)

C.12 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification

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

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.13 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001;

(2) *Designated agency* office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) *Invoice payment* has the meaning given in FAR 32.001; and

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.14 VAAR 852.240-70 COMPLIANCE WITH PUBLIC LAW 119-37, SECTION 258 (MAR 2026)

Definitions. As used in this clause –

Covered Information Technology Equipment means the following equipment used in an office environment: computers, printers, or interoperable videoconferencing equipment used in or by the Department of Veterans Affairs directly. ‘‘Covered information technology equipment’’ does not refer to services that use such equipment, including cloud services.

a. The contractor must adhere to the following requirements set forth in Public Law 119-37, Section 258 regarding the procurement of Covered Information Technology Equipment:

1. A manufacturer, bidder, or offeror, or a subsidiary or parent entity of a manufacturer, bidder, or offeror of procured or purchased covered information technology equipment cannot be an entity or parent company of an entity listed on any of the following:

(i) Department of Defense’s Chinese Military Company List;
(ii) Department of the Treasury’s Non-SDN Chinese Military Industrial Complex Companies List;
(iii) Department of Commerce’s Denied Persons List, Entity List, or Military End User List, if the entity is—

(A) An agency or instrumentality of the People’s Republic of China;
(B) An entity headquartered in the People’s Republic of China; or
(C) directly or indirectly owned or controlled by an agency, instrumentality, or entity described in subparagraph (A) or (B); or

(iv) Department of Homeland Security’s Uyghur Forced Labor Prevention Act Entity List.

2. The contractor must include the terms and conditions of this clause in every subcontract or purchase order so that these disclosures will be binding on every subcontractor, third party, or vendor.

3. The following certification must be completed, signed, and returned with the contractor’s/offeror’s bid, quotation, or proposal. The Government will not consider offers for award from contractors/offerors that do not complete the certification. Any incomplete responses may be deemed ineligible for evaluation and award.

Certification:

I certify that [insert name of offeror]:

[] Is in compliance with the VAAR clause 852.240-70, Compliance with Public Law 119-37, Section 258 (DEVIATION] [MAR 2026]

I further certify that if awarded this contract, [insert name of offeror] will monitor the entity lists within this clause to ensure continued compliance for [insert name of offeror] and all of its subcontractors and will notify the Contracting Officer immediately with any change that may result in noncompliance. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Printed Name: _____

Printed Title: _____

Signature: _____

Date: _____

Company Name: _____

(End of clause)]

C.15 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

C.16 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

FAR Number	Title	Date
52.203-17	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	NOV 2025
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	NOV2025
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.232-40	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
52.240-91	Security Prohibitions and Exclusions	NOV 2025
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	NOV 2025
52.244-6	Basic Safeguarding of Covered Contractor Information Systems	JAN 2025
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.212-71	GRAY MARKET AND COUNTERFEIT ITEMS	FEB 2023
852.246-71	REJECTED GOODS	OCT 2018

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: S02.WD15-5369.

See attached document: Attach A - Sapphire Maintenance.

See attached document: Attach B – deep cleaning instructions.

See attached document: Attach C - Electronic Fire Extinguisher Inspection Log

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, 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 is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

(3) 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.

(b) *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. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) 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) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *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 from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be 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.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and product descriptions can be downloaded from the ASSIST website at *https://assist.dla.mil*.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at *https://assist.dla.mil*.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by-

(i) Using the ASSIST feedback module (*https://assist.dla.mil/feedback*); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at *assisthelp@dla.mil*.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier*. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at *www.sam.gov* for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at *www.sam.gov* for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall 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 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 source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

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

TECHNICAL QUESTIONS:
Technical questions shall be accepted by the Government in writing no later than 10:00am Central Standard Time (CST), 6-15-2026. Please list "Technical Questions – Solicitation 36C26326Q0772" in the subject line of the e-mail and send to Scott Morrison, Contracting Officer, at scott.morrison2@va.gov

Please include in your questions the section of the solicitation/page number of the solicitation it is in reference to.

OFFER SUBMITTAL INSTRUCTIONS OF BID DOCUMENTS:
Offeror shall submit offers by Due Date/Time specified in Block 8 of Standard Form (SF) 1449 (PAGE 1 OF THIS DOCUMENT) of solicitation to Scott Morrison, Contracting Officer, at scott.morrison2@va.gov

- Subject line of e-mail shall be "Quote – Solicitation 36C26326Q0772" in the subject line.
- The Offeror's UEI number must be shown on the SF 1449,
- Offer shall also include the following, submitted as one single document, not to exceed 30 pages in minimum 11-point Arial, Calibri, Courier, or Times New Roman font:

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

b) Signed SF30 Forms acknowledging solicitation amendments, if applicable

c) Offerors shall state their ability to meet the limitations on subcontracting as listed in Section C11 (PAGE 37) of this solicitation document. The offeror shall provide narrative information with their quote to demonstrate their ability to meet this requirement, including what percentage (by dollar value), if applicable, they would be subcontracting to other businesses, to also include name of business, point of contact, point of contact e-mail, and point of contact phone number.

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

authorized representative, as specified in Solicitation Attachment (USDOL Wage Determination). The offeror shall provide narrative information with their quote to demonstrate their ability to meet this requirement.

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

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

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

(End of Addendum to 52.212-1)

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

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

Award will be made using the lowest price technically acceptable evaluation process, where the non-price factors are evaluated on an acceptable/unacceptable basis. Best value is expected to result from selection of the technically acceptable quote with the lowest evaluated price. Award will be made on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for non-price factors. The offeror must submit detailed information that satisfies each technical requirement below. The information within the quote must demonstrate that the offered services meet or exceed the minimum specifications found in the Statement of Work. The VA will evaluate quote data on the basis of information furnished by the offeror in response to this solicitation. A lack of information furnished by the offeror in response to the solicitation may result in a technically unacceptable evaluation.

Technical: The technical portion of your offer will primarily determine the qualifications and ability of the offeror to furnish the services called for by this solicitation. The technical portion should be concise and provide sufficient information to demonstrate the

offeror's capability to satisfactorily perform the tasks outlined in the Statement of Work. Contractor or subcontract must provide resumes and associated documents (i.e. licenses, certifications, etc.) that satisfies the technical requirement below.

Price: The Government will evaluate the lowest price responsive offer first. If this offer is found to be Technically Acceptable, evaluations will end and an award will be made to that Offeror. If this offer is not found to be Technically Acceptable the next lowest price offer will be evaluated and so on until a Technically Acceptable offer is identified.
The following technical factors shall be used to evaluate offers to determine technical acceptability.

Past performance: Information shall include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information.

(1) Provide no more than three (3) references from a firm or agency in which your company has provided the same or similar types of services described in the solicitation. Each reference must represent services that are on-going or that you've provided in the past three (3) years.

(2) Include the name, address, telephone number and point of contact of the firm or agency.

1. Price - To be listed in the Price/Cost Schedule

2. Technical - Offeror shall provide data proving their ability to satisfy all NFPA certifications.

3. Past performance - Offeror shall provide proof they have a minimum of 2 years' experience providing services outlined in the statement of work.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

Evaluation of Option to Extend Services under 52.217-8. For the purposes of the award of the resulting contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at time of award. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all offers relative to each other, and will not affect the ranking of offers based on price, unless, after reviewing the offers, the Government determines that there is a basis for

finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.3 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION FEB 2025)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through *https://www.sam.gov*. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or

interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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 pursuant to 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)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled 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; and

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

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, 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), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 size standards in this solicitation.

(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, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) 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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); 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 paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) 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 veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. 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) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

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

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture*:__.]

(5) *Small disadvantaged business concern.* [*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 small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) *Women-owned small business concern*. [*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 business concern.

(7) *WOSB join venture eligible under the WOSB Program*. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents 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:* _____.]

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

Note to Paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 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 shall provide representation of its HUBZone status.

(d) [Reserved]

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ ‘‘foreign end product,’’ and ‘‘United States’’ are defined in the clause of this solicitation entitled ‘‘Buy American—Supplies.’’

(2) Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[*List as necessary*]

(3) Domestic end products containing a critical component: Line Item No. _____

[*List as necessary*]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms ‘‘Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product,’’ ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ ‘‘foreign end product,’’ ‘‘Free Trade Agreement country,’’ ‘‘Free Trade Agreement country end product,’’ ‘‘Israeli end product,’’ and ‘‘United States’’ are defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’ The Offeror shall list as other foreign

end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

Other Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[*List as necessary*]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105). Line Item No. _____

[*List as necessary*]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225–3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms ‘‘Korean end product’’, ‘‘commercially available off-the shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ ‘‘foreign end product,’’ ‘‘Free Trade Agreement country,’’ ‘‘Free Trade Agreement country end product,’’ ‘‘Israeli end product,’’ and ‘‘United States’’ are defined in the clause of this solicitation entitled ‘‘Buy American— Free Trade Agreements—Israeli Trade Act.’’

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act’’:

Korean End Products or Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*.

(1) *Listed end products.*

Listed end product	Listed countries of origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) __ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) __ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [ ] does [ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the

TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted

domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

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

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(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 owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) 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*).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.,* 52.212–3(g) or a comparable agency provision); and

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

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(*Do not use a “doing business as” name*)

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(*Do not use a “doing business as” name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(s) [Reserved]

(t) [Reserved]

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that—

(i) It [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Scott Morrison

Hand-Carried Address:

Department of Veterans Affairs
NETWORK 23 CONTRACTING OFFICE

316 Robert Street N. STE. 506
St. Paul MN 55101

Mailing Address:

Department of Veterans Affairs
NETWORK 23 CONTRACTING OFFICE

316 Robert Street N. STE. 506
St. Paul MN 55101

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

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

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national

security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

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

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

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

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

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

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at

any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

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

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

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

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

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

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

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

(g) *Disclosure*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

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

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

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

(End of Provision)

FAR Number	Title	Date
52.203-11	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
52.204-9	PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	NOV 2024
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	JAN 2025
52.240-91	Security Prohibitions and Exclusions	NOV 2025
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018

E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov.*

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

(End of Provision)

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

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

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

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