

|                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |                                                                                                                                 |                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES</b>                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | 1. REQUISITION NO.<br>562-26-4-5021-0281                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                   | PAGE 1 OF 53                                                                                                                    |                                                              |
| <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |                                                                                                                                 |                                                              |
| 2. CONTRACT NO.                                                                                                                                                                                                                                                                                          |  | 3. AWARD/EFFECTIVE DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | 4. ORDER NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                   | 5. SOLICITATION NUMBER<br>36C24426Q0491                                                                                         |                                                              |
|                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   | 6. SOLICITATION ISSUE DATE<br>07-07-2026                                                                                        |                                                              |
| 7. FOR SOLICITATION INFORMATION CALL:                                                                                                                                                                                                                                                                    |  | a. NAME<br>Christina Gennaoui   Christina.Gennaoui@va.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | b. TELEPHONE NO. (No Collect Calls)<br>EMAIL ONLY |                                                                                                                                 | 8. OFFER DUE DATE/LOCAL TIME<br>07-20-2026<br>4:00 PM EST/DT |
| 9. ISSUED BY<br>Department of Veterans Affairs<br>Network Contracting Office 4<br>Services 2<br>3900 Woodland Avenue<br>Philadelphia PA 19104<br>Christina Gennaoui<br>christina.gennaoui@va.gov                                                                                                         |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | 10. THIS ACQUISITION IS<br><input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:<br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> EDWOSB<br><input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS<br><input type="checkbox"/> 8(A)<br>NAICS: 561210<br>SIZE STANDARD: \$47 Million |                                                   |                                                                                                                                 |                                                              |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE                                                                                                                                                                                                         |  | 12. DISCOUNT TERMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   | 13b. RATING<br>N/A                                                                                                              |                                                              |
|                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   | 14. METHOD OF SOLICITATION<br><input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |                                                              |
| 15. DELIVER TO<br>Erie VA Medical Center<br><br>135 East 38th Street<br>Erie PA 16504                                                                                                                                                                                                                    |  | CODE 36C562                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 16. ADMINISTERED BY<br>Department of Veterans Affairs<br>Network Contracting Office 4<br>Services 2<br>3900 Woodland Avenue<br>Philadelphia PA 19104                                                                                                                                                                                                                                                                                                                                                                                                     |                                                   | CODE 36C244                                                                                                                     |                                                              |
| 17a. CONTRACTOR/OFFEROR                                                                                                                                                                                                                                                                                  |  | CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | 18a. PAYMENT WILL BE MADE BY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                   | CODE                                                                                                                            |                                                              |
|                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | Austin Payment Center<br>Department of Veterans Affairs<br><br>PO Box 149971<br>Austin TX 78714-9971<br><br>PHONE: (877) 353-9791 FAX: (512) 460-5429                                                                                                                                                                                                                                                                                                                                                                                                    |                                                   |                                                                                                                                 |                                                              |
| TELEPHONE NO.                                                                                                                                                                                                                                                                                            |  | UEI:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | EFT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                   |                                                                                                                                 |                                                              |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER                                                                                                                                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED<br><input type="checkbox"/> SEE ADDENDUM                                                                                                                                                                                                                                                                                                                                                                                                       |                                                   |                                                                                                                                 |                                                              |
| 19. ITEM NO.                                                                                                                                                                                                                                                                                             |  | 20. See CONTINUATION Page<br>SCHEDULE OF SUPPLIES/SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | 21. QUANTITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                   | 22. UNIT                                                                                                                        |                                                              |
|                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   | 23. UNIT PRICE                                                                                                                  |                                                              |
|                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   | 24. AMOUNT                                                                                                                      |                                                              |
|                                                                                                                                                                                                                                                                                                          |  | Subscription, Preventative Maintenance, and Repair Services for the Metasys Building Automation System for HVAC Management at the Erie VA Medical Center.<br><br>This is a Request For Quote (RFQ). A 5-Year, Firm-Fixed-Price IDIQ contract will result from this solicitation.<br><br>See Continuation Pages for full details. Carefully review Section E.3, Clause 52.212-2, Evaluation.<br><br>Questions and Quotes must be submitted to the POC in Block 7a.<br><br>Questions are due by 4:00 PM EST on Monday, 07/13/2026. Quotes are due by 4:00 PM EST on Monday, 07/20/2026.<br><br>SCA WD No.: 2015-4223 (Rev 33), dated 05-13-2025, applies.<br><br>The Contractor shall be responsible for the correct title classification of workers and compliance with all applicable wage and hour laws associated with this location of Service.<br><br>(Use Reverse and/or Attach Additional Sheets as Necessary) |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |                                                                                                                                 |                                                              |
| 25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                   |                                                                                                                                 |                                                              |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA                                                                                                                                                             |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                   |                                                                                                                                 |                                                              |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA                                                                                                                                                                          |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                   |                                                                                                                                 |                                                              |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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 |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  | <input type="checkbox"/> 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)<br>Stephanie Luniewski<br>Contracting Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                   | 31c. DATE SIGNED                                                                                                                |                                                              |

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: Company: \_\_\_\_\_

POC/Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

b. GOVERNMENT: Contracting Officer 36C244

Department of Veterans Affairs

Network Contracting Office 4

Services 2

3900 Woodland Avenue

Philadelphia PA 19104

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

☒ 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 ☒ Monthly, in arrears, after Government acceptance of work.

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.

All invoices shall be submitted to Tungsten at:

<https://authentication.tungsten-network.com/login>

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

| AMENDMENT NO | DATE |
|--------------|------|
|              |      |
|              |      |
|              |      |

## B.2 PRICE/COST SCHEDULE

### ITEM INFORMATION

| ITEM<br>NUMBER | DESCRIPTION OF<br>SUPPLIES/SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| <b>0001</b>    | <p>Annual subscription and software updates for the Metasys Building Automation System in accordance with the Statement of Work (refer to Section 5). This is a firm-fixed-price, all-inclusive line item.</p> <p>Contract Period: Base<br/>POP Begin: 08-10-2026<br/>POP End: 08-09-2031</p> <p>PRINCIPAL NAICS CODE: 561210 - Facilities Support Services<br/>PRODUCT/SERVICE CODE: J059 - Maintenance, Repair, and Rebuilding of Equipment - Electrical and Electronic Equipment Components</p> | 5.00     | YR   |            |        |
| <b>0002</b>    | <p>Preventative Maintenance Services in accordance with the Statement of Work (refer to Section 6). This is a firm-fixed-price, all-inclusive line item.</p> <p>Contract Period: Base<br/>POP Begin: 08-10-2026<br/>POP End: 08-09-2031</p> <p>PRINCIPAL NAICS CODE: 561210 - Facilities Support Services<br/>PRODUCT/SERVICE CODE: J059 - Maintenance, Repair, and Rebuilding of Equipment - Electrical and Electronic Equipment Components</p>                                                   | 60       | MO   |            |        |

|                                                                       |       |    |                                                                                                                                                                                               |
|-----------------------------------------------------------------------|-------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>0003</b>                                                           | 40.00 | JB | Repair Services for Exclusions to Routine Preventative Maintenance in accordance with the Statement of Work (refer to Sections 7 and 8). This is a firm-fixed-price, all-inclusive line item. |
| Contract Period: Base<br>POP Begin: 08-10-2026<br>POP End: 08-09-2031 |       |    | PRINCIPAL NAICS CODE: 561210 - Facilities Support Services<br>PRODUCT/SERVICE CODE: J059 - Maintenance, Repair, and Rebuilding of Equipment - Electrical and Electronic Equipment Components  |
| <b>GRAND TOTAL</b>                                                    |       |    |                                                                                                                                                                                               |

### B.3 STATEMENT OF WORK

#### Metasys HVAC Building Automation System Services Erie VA Medical Center

##### 1. INTRODUCTION

- 1.1. The Erie VA Medical Center (VAMC) has a requirement for a comprehensive service agreement for its Metasys HVAC Building Automation System (BAS).
  - 1.1.1. The Metasys BAS controls and monitors the HVAC systems, maintains optimal environmental conditions, and improves the building's energy efficiency, comfort, operational safety, and HVAC security.
  - 1.1.2. The services outlined in this Statement of Work (SOW) are required to ensure the BAS is operational and functioning at optimum performance, to prevent costly breakdowns or disruptions, and to provide any updates, calibrations, adjustments, and repairs that are required.
  - 1.1.3. The Erie VAMC seeks to maintain the existing building automation system network, which utilizes a Metasys front end. Gateway or read-only access is insufficient. The Contractor must be authorized and equipped to perform active programming and implement functional changes within Metasys. This may include modification of controllers, editing graphics, applying firmware/software changes, and making system adjustments. If the Contractor does not have written authorization from Johnson Controls to make configuration changes within Metasys, Johnson Controls technicians must be utilized to perform these services.
  - 1.1.4. Performance location: Erie VA Medical Center, located at 135 East 38<sup>th</sup> Street, Erie, PA 16504.

## 2. **EQUIPMENT LIST**

- 2.1. The following exhibits outline the inventory of equipment that shall be covered by this service agreement:

| <b>Exhibit</b> | <b>Description</b>                               |
|----------------|--------------------------------------------------|
| Exhibit A      | Johnson Proprietary Control Equipment            |
| Exhibit B      | Facility Equipment Sorted by Type                |
| Exhibit B.1    | Manufacture Parts List – McQuay LSL Series Units |
| Exhibit C      | Utility Plant Equipment                          |

## 3. **PURPOSE**

- 3.1. This comprehensive service agreement includes annual subscription, preventative maintenance, and repairs.
- 3.2. This is a full maintenance, inspection, repair, and testing contract, in which the Contractor takes total service responsibility for the equipment identified in Section 2 of this SOW.
- 3.2.1. CLIN 0001: Annual subscription of the Metasys Building Automation System.
- 3.2.2. CLIN 0002: The monthly firm-fixed-price shall include all service, all testing and inspection requirements, all preventative maintenance, all parts replacements not excluded by Section 7 of this SOW, and all materials, supplies, labor, supervision, tools, shipping, travel, and equipment necessary to provide full maintenance services, including all adjustments, calibration, and tuning. This line item shall also include all equipment evaluations, diagnosis of equipment deficiencies and malfunctions, inspection and acceptance, as well as documentation of all tasks and services provided.
- 3.2.3. CLIN 0003: Repairs that are excluded from preventative maintenance per Section 7 and that exceed \$2,500.00 will be covered on a separate CLIN with its own firm-fixed-price per job. Each job shall include all service, all testing and inspection requirements, and all parts, materials, supplies, labor, supervision, tools, shipping, travel, and equipment necessary to resolve the deficiency or malfunction. This includes the initial evaluation and diagnosis of the issue, the price estimate provided to the Government, the repair, inspection and acceptance, and documentation of the service provided. The Government reserves the right to obtain repair services from other vendors.

## 4. **GENERAL REQUIREMENTS**

- 4.1. Performance of all preventative maintenance, service, and repair must be in accordance with manufacturer's specifications, recommendations, and requirements. The Erie VAMC utilizes Johnson Controls Metasys connected equipment and control systems.
- 4.2. All Contractor employees and subcontractor employees requiring access to the Metasys operation system on the Virtual Local Area Network (VLAN) within VA network shall complete all VA required training before access to VLAN system is provided. The Erie VAMC Program Manager can provide training requirements to Contractors, if necessary.
- 4.3. All work on the Johnson Controls Metasys BAS (the proprietary system and components) must be performed in accordance with Johnson Controls' safety policies, by qualified technician(s) employed by Johnson Controls.

This includes the following tasks, as well as any other tasks required by this document that are proprietary to Johnson Controls:

- Program the Variable Frequency Drives (VFDs)
- Repair and replace JCI control valves
- Monitor, control, and adjust the Metasys software
- Supervisory Network Engines (SNEs)
- General Purpose Application MS/TP Controller

- 4.4. Prior to the start of any preventative maintenance or repair service, the Contractor's qualified technician(s) shall check with Erie VAMC Point of Contact (POC) to identify/confirm any operational deficiencies and review the system's status. The Erie VAMC POC is responsible for conveying any operational deficiencies.
- 4.5. The Contractor is responsible for removing and disposing of any trash and debris from services provided.
- 4.6. The Contractor shall maintain an adequate supply of spare parts at all times to ensure prompt preventative maintenance and repair services.
- 4.7. All replacement parts must be Original Equipment Manufacturer (OEM) parts.
- 4.8. The Contractor must disclose any actions that may affect manufacturer warranty or support eligibility before proceeding with those actions.
- 4.9. All Contractor staff shall be required to:
  - 4.9.1. Wear company badges with company name and employee name.
  - 4.9.2. Utilize appropriate Personal Protective Equipment.
  - 4.9.3. Obtain Dept of VA Access Pass – PIV. Refer to Section 12.1 for additional information.

## **5. ANNUAL SUBSCRIPTION (CLIN 0001)**

- 5.1. The Contractor shall provide an annual subscription for the ADX Controls Software (ADX 10-User Site Dir Software Subscription 1-year – Subscription Only). All updates and revisions, which can take place multiple times a year, shall be included.
- 5.2. The Contractor shall provide all labor and materials necessary to upgrade the Metasys Software to the latest version on the NAE Supervisory Controller(s), as required.
- 5.3. A Contractor-provided technician shall perform backup of the system at least one time per month at no additional cost.
- 5.4. Access to the Metasys troubleshooting help line shall be included.

## **6. PREVENTATIVE MAINTENANCE SERVICES (CLIN 0002)**

- 6.1. The table below outlines the estimated annual quantity of block hours for preventative maintenance:

| <b>Preventative Maintenance Category</b> | <b>Estimated Annual Quantity</b> |
|------------------------------------------|----------------------------------|
| Block Hours - Mechanical Heavy           | 192 HRS                          |
| Block Hours – Controls                   | 204 HRS                          |
| Block Hours – Chiller Heavy              | 96 HRS                           |

- 6.2. The Contractor shall provide preventative maintenance of the Metasys Building Automation System, components integrated into the BAS, and all equipment identified in Section 2 of this SOW. This includes:

6.2.1. All tasks identified in Sections 6.4 through 6.12 of this SOW.

6.2.2. All maintenance procedures, at the appropriate frequencies, as specified by the equipment manufacturer.

6.2.3. All service, all testing and inspection requirements, all preventative maintenance, all parts replacements not excluded by Section 7 of this SOW, and all materials, supplies, labor, supervision, tools, shipping, travel, and equipment necessary to provide full maintenance services, including all adjustments, calibration, and tuning.

6.2.4. All equipment evaluations and diagnosis of equipment deficiencies and malfunctions.

6.2.5. All inspection and acceptance, as well as documentation of all tasks and services provided.

### 6.3. Schedule

6.3.1. The Contractor is responsible for developing a schedule for all preventative maintenance tasks that allows enough time for the required maintenance to be completed.

6.3.1.1. The Contractor must provide a copy of the scheduled maintenance and inspection procedures to the Erie VAMC POC.

6.3.2. The Contractor shall schedule preventative maintenance visits for a minimum of one hour per visit, to occur at a minimum of one time per month for the entirety of the contract.

6.3.3. A technician shall perform a backup of the system at least one time per month.

6.3.4. The Contractor must schedule each service visit at least one week in advance with the Maintenance and Operation Supervisor or the Lead HVAC technician.

6.3.5. All preventative maintenance, including inspections and service work, shall be performed Monday through Friday during Administrative Hours Only (7:00 AM – 4:00 PM EST).

6.3.5.1. The Contractor must notify Erie VAMC Program Manager or assigned Point of Contact (POC) if any work is to be performed outside of the specified hours, no later than 72 hours in advance.

- 6.4. The Contractor shall notify the Erie VAMC POC after completion of each Preventative Maintenance task performed.
- 6.5. The Contractor must check the overall condition of each item/component receiving service and notify the Erie VAMC POC of any deficiencies or malfunctions.
- 6.6. The Contractor shall perform annual calibration of the Johnson Controls EP8000 Transducers, required in the month of May, and operate all valves associated with the pneumatic panels:
- 4A, 4B, 4C, 4D, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, AND 3 additional DX9100 panels, two (2) in the “Octagon Unit” (3rd Floor Roof) and one (1) for the Dental heat exchanger, located in the “HVAC Shop”.
- 6.6.1. The service line will provide VA Personnel to assist with verification of the operation of the valves for this requirement.

**6.7. Cooling Tower, Spray Distribution, 600-1200 Tons**

6.7.1. The Contractor shall provide:

6.7.1.1. Operational Services

- a. Check condition of sump and basin.
- b. Check for proper operations of make-up water controller.
- c. Check for proper condenser water temperature control (if applicable).
- d. Check operation of bypass valve (if applicable).
- e. Check condition of tower filling.
- f. Check for spray nozzle blockage.
- g. Check fan mechanical drive system.
- h. Check belts/s (if applicable).
- i. Check operation of basin heater (if applicable).
- j. Check for unusual noise and vibration.

6.7.1.2. Tower Cleanings

- a. Drain tower and basin.
- b. Remove soot and debris.
- c. Clean basin.
- d. Fill tower and basin.
- e. Annual preventative maintenance as specified by manufacturer
- f. Annual cleaning and inspection of each tower’s media

6.7.1.3. Comprehensive Services

- a. Check condition of sump and basin.
- b. Check for proper operation of “make-up” water controller and adjust as needed.
- c. Disassemble and clean sump level sensor (if applicable).
- d. Check for proper condenser water temperature control (if applicable).
- e. Disassemble and clean sump level sensor control (if applicable).
- f. Check operation of bypass valve (if applicable).
- g. Check condition of tower fill.
- h. Check for spray nozzle blockage.
- i. Check fan mechanical drive system and lubricate per manufacturer’s recommendation.
- j. Check belt/s (if applicable).
- k. Check and tighten electrical connections.

- l. Check operation of basin heater (if applicable).
- m. Check tower sump screens.
- n. Check for unusual noise and vibration.

#### **6.8. Pump, Condenser, 11-50 HP**

6.8.1. The Contractor shall provide:

6.8.1.1. Operational Services

- a. Check for leaks.
- b. Check pressures.
- c. Visually inspect coupling.
- d. Check for unusual noise and vibration.

6.8.1.2. Comprehensive Services

- a. Checks for leaks.
- b. Check coupling.
- c. Lubricate pump and motor bearing/s per manufacturer's recommendation.
- d. Record and log all operating parameters.
- e. Check for unusual noise and vibration.

#### **6.9. Chiller, Water Cooled, Magnetic Bearing Centrifugal, 601-1000 Tons**

6.9.1. The Contractor shall provide:

6.9.1.1. Operational Services

- a. Review control panel for proper operation and record fault histories.
- b. Check for proper condenser and chilled water flow.
- c. Check system pressures and temperatures.
- d. Check refrigerant levels.
- e. Check capacity control and linkage.
- f. Inspect for signs of refrigerant leakage.
- g. Check for unusual noise and vibration.
- h. Check overall condition of unit.
- i. Review proactive parts for YK, YMCS/YMC2, YZ, YD, YVAA, TMA, YMAA, and YS. Also review Proactive Parts Replacement Tool for components that may be in need of or recommended for proactive replacement.
- j. Run VSD diagnostics.
- k. Record and log all operating parameters.

6.9.1.2. Comprehensive Services

- a. Review control panel for proper operation and recorded fault histories.
- b. Conduct refrigerant leak check.
- c. Lubricate and check capacity control and linkage.
- d. Check and tighten electrical connections.
- e. Perform preventative procedures to flow proving devices.
- f. Perform VSD coolant change procedures.
- g. Check for unusual noise and vibration.
- h. Review proactive parts for YK, YMCS/YMC2, YZ, YD, YVAA, TMA, YMAA, and YS. Also review the Proactive Parts Replacement Tool for components that may be in need of or recommended for proactive replacement.
- i. Run VSD diagnostics.

- 6.9.1.3. Condenser Tube Brushings (removal and replacement of both heads)
  - a. Isolate tubes.
  - b. Drain water from tubes.
  - c. Remove heads.
  - d. Mechanically brush tubes.
  - e. Replace gaskets.
  - f. Replace heads.
- 6.9.1.4. Gantry Setups (preparation for water box head replacement)
  - a. Obtain proper equipment.
  - b. Deliver to job site or return to branch.
  - c. Setup or take/knock down equipment.
- 6.9.1.5. Refrigerant Sample and Analysis
  - a. Collect and remove sample(s) in approved container(s).
  - b. Drop sample(s) off for analysis.
  - c. Label and complete paperwork indicating present operating conditions.

## 6.9.2. Additional Requirements

- 6.9.2.1. Additional Preventative Maintenance – Required annually
  - a. Check and tighten all electrical connections.
  - b. Megohm motor windings.
  - c. Clean and backflush VSD heat exchanger(s).
  - d. Perform refrigeration analysis.
  - e. Review operating data for trends that may indicate increasing vibration or excess power consumption.
  - f. Magnetic Bearing Controller (MBC) data analysis to include 1x rotational speed vibration in displacement.
- 6.9.2.2. Additional Preventative Maintenance – Required every two (2) years
  - a. Perform the Eddy current testing.
  - b. Inspect Tubes.
- 6.9.2.3. Additional preventative maintenance – Required quarterly
  - a. The Contractor must provide one (1) quarterly visit to ensure optimal energy efficiency is being obtained and make suggestions or provide solutions by means of troubleshooting and/or preventative maintenance not recognized during routine scheduled maintenance.

## 6.10. Controls, Building Automation System, Enhanced Tier, Non-Connected System

- 6.10.1. Non-standard service delivery fee, provide software upgrades to Metasys as necessary.

## 6.11. Pump, Chilled Water, 11-50 HP

- 6.11.1. The Contractor shall provide:

- 6.11.1.1. Operational Services
  - a. Check for leaks.
  - b. Check pressures.
  - c. Visually inspect coupling.
  - d. Check for unusual noise and vibration.

6.11.1.2. Comprehensive Services

- a. Check for leaks.
- b. Check coupling.
- c. Lubricate pump and motor bearing(s) per manufacturer's recommendation.
- d. Record and log all operating parameters.
- e. Check for unusual noise and vibration.

6.12. **Equipment Evaluation**

6.12.1. Upon discovery of any equipment deficiencies or malfunctions (through inspection, preventative maintenance, or equipment failure), the Contractor shall provide a service technician for diagnostics and troubleshooting at no additional cost to the Government.

6.12.2. Following the equipment evaluation, the Contractor shall proceed with the service or repair work, unless the item is excluded from regular preventative maintenance per Section 7. If the repair is excluded from regular preventative maintenance, the Contractor shall not proceed with any work without written approval from the Contracting Officer.

7. **EXCLUSIONS TO PREVENTATIVE MAINTENANCE**

7.1. The subparagraphs below further clarify the scope of work under this contract. This work is considered within scope of the contract but will not be included in the routine monthly preventative maintenance (CLIN 0002).

7.1.1. Any item not specifically excluded shall be considered the Contractor's responsibility and therefore covered under the routine preventative maintenance of this contract.

7.1.2. The following are excluded from the routine preventative maintenance requirement (CLIN 0002):

7.1.2.1. Equipment, components, and parts not installed under this contract that are under the manufacturer's or installer's warranty.

7.1.2.2. Installation of new attachments or equipment not currently part of the Building Automation System at the time of award of the Base Contract that is required by inspectors, insurance agencies or VA/Government Authorities.

7.1.2.3. Repair or replacement of equipment due to natural disaster, vandalism, negligence, or misuse by persons other than the Contractor, its representatives and employees, unless any of those items create an emergency. In the event they result in an emergency, they shall be handled in accordance with Section 8 of this Statement of Work. The Contractor shall obtain written approval from the Contracting Officer prior to conducting related repairs. Payment will not be made for any unauthorized work.

7.1.2.4. Supervisory Network Engines (SNEs) and General Purpose Application MS/TP Controllers

7.2. The requirements for repairs and services excluded from regular preventative maintenance are outlined in Section 8 of this SOW. The Contractor shall not perform any repairs or services excluded from regular preventative maintenance without written approval from the Contracting Officer. No invoice shall be paid if prior approval in advance of work was not received.

- 7.3. There shall be no borrowing of parts (i.e. removing a component from one area of the system, whether it's in service or not, to correct a deficiency in another area of the system).

## **8. REPAIR SERVICES FOR ROUTINE MAINTENANCE EXCLUSIONS (CLIN 0003)**

- 8.1. The estimated annual number of repair events (jobs) for routine maintenance exclusions is eight per year. This is based on historical purchase order data for the facility.
- 8.2. The Contractor shall provide repair services for routine preventative maintenance exclusions (as defined by Section 7 of this document) on an "as-needed" basis via a callback service. A separate CLIN will be provided for these repairs (CLIN 0003). The Government reserves the right to obtain repair services from other vendors. This work is not included in the monthly maintenance cost but can be procured on a separate order under this contract if the work is determined to be excluded from routine maintenance.
- 8.2.1. CLIN 0003 will be an all-inclusive, firm-fixed-price line item. Each approved repair event (each job) will be at a firm-fixed-price and shall include the following at no additional cost to the Government:
- All labor
  - All replacement parts and materials
  - All consumables and incidentals
  - Tools and test equipment
  - Travel and transportation
  - Diagnostics and testing
  - Return-to-service verification
  - Post-repair report
- 8.2.2. The Contractor shall perform repairs and service work covered under this section in accordance with Government direction and agreed-upon scheduling.
- 8.2.3. Prior to engaging in service or repair under this section:
- 8.2.3.1. The Contractor shall provide written justification as to why the service or repair is not covered under the regular monthly preventative maintenance (CLIN 0002).
- 8.2.3.2. The Contractor shall provide a price estimate to the Contracting Officer, if one is requested, at no additional cost to the Government. The estimate must include a breakdown of all parts and labor, as well as a schedule for completion of services. This may be used by the Contracting Officer to determine whether the price is fair and reasonable.
- 8.2.3.3. The Contractor shall obtain written approval from the Contracting Officer (CO). Any work performed without CO approval shall not be approved for payment and considered an Unauthorized Commitment.
- 8.2.4. Service or repair or under this paragraph shall be scheduled, to the maximum extent possible, during Administrative Hours (7:00 AM – 4:00 PM EST). In the case of an emergency, the Government may require that service or repair be addressed outside of Administrative Hours, in order to restore normal function as soon as possible.

## **9. EMERGENCIES**

- 9.1. The Contractor must be capable of responding to emergencies during all hours (24-hour availability), and on weekends and holidays (24/7/365 capability).
- 9.2. If an equipment deficiency or malfunction is determined to be an emergency by the Erie VAMC Program Manager, the Contractor must acknowledge the call within 30 minutes of request and shall provide an emergency equipment evaluation on-site within two (2) hours of request.
  - 9.2.1. If the repair is covered under the regular monthly preventative maintenance (CLIN 0002), the service work shall begin immediately following the equipment evaluation so as to restore normal function as soon as possible.
  - 9.2.2. If the repair is excluded from regular preventative maintenance as defined by Section 7 of this SOW, then the Contractor shall refer to the requirements in Section 8. The Contractor shall not proceed with the repairs until written approval from the Contracting Officer has been received. Once approval is received, repairs must begin immediately so as to restore normal function as soon as possible.

## **10. INSPECTION AND ACCEPTANCE**

- 10.1. Upon completion of any repairs, the Contractor must conduct a complete re-testing, inspection, calibration, tuning and/or otherwise as appropriate and document the repair and reinspection on a post-service report provided to the Program Manager. Documentation of repair activities shall be thorough and must include before-and-after photographs, test results, and certifications, as applicable.
- 10.2. **Inspection and Acceptance Criteria**
  - 10.2.1. All repair work shall be inspected by the designated point of contact at Erie VAMC to ensure the repaired equipment is fully operational. Workmanship must be free of defects and align with professional standards.
  - 10.2.2. Repairs must meet the technical specifications and quality standards detailed in the SOW.
  - 10.2.3. All materials used must conform to the approved list of materials and industry standards.
  - 10.2.4. Final acceptance will be granted only after all deficiencies have been resolved, and the Erie VAMC point of contact has verified that the work meets all requirements.

## **11. DOCUMENTATION**

- 11.1. Following each visit, the Contractor shall provide documentation of the service provided and tasks performed. This shall be submitted in the form of a Microsoft Word format or PDF Document to the Erie VAMC POC.
  - 11.1.1. Copies of the Contractor's service tickets must be provided upon completion of each preventative service visit/task completed as well as any repair/replacement work performed.

11.1.2. The Contractor must complete any required maintenance checklists and report observations to the Erie VAMC POC.

11.1.3. The Contractor shall notify the Erie VAMC point of contact of any operational deficiencies or observations identified during preventative maintenance or repair services.

## **12. SECURITY / PRIVACY**

12.1. Contractors requesting VA facility PIV badges must be sent to the Erie VAMC Program Manager or assigned Point of Contact (POC) for approval after they have met all VA requirements. POC will provide requirements.

## **13. RECORD MANAGEMENT LANGUAGE**

13.1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

13.2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

13.3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

13.4. Department of Veterans Affairs and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of Department of Veterans Affairs or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to Department of Veterans Affairs. The agency must report promptly to NARA in accordance with 36 CFR 1230.

13.5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized

personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to Department of Veterans Affairs control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

- 13.6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and Department of Veterans Affairs guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
- 13.7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with Department of Veterans Affairs policy.
- 13.8. The Contractor shall not create or maintain any records containing any non-public Department of Veterans Affairs information that are not specifically tied to or authorized by the contract.
- 13.9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
- 13.10. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take Department of Veterans Affairs-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

## SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment—*

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest.*

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The schedule of supplies/services;
- (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) Other contract clauses incorporated in the solicitation or contract;

- (4) Addenda to this solicitation or contract;
- (5) Solicitation provisions incorporated in the solicitation;
- (6) Other paragraphs of this clause;
- (7) Other documents, exhibits, and attachments; and
- (8) The specification.

(s) *Unauthorized obligations.*

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## C.2 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Estimated 08/10/2026 through 08/09/2031.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

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

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after Estimated 08/09/2031.

(End of Clause)

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

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

months. The Contracting Officer may exercise the option by written notice to the Contractor within or prior to 30 days.

(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 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

*American Security Drone Act-covered foreign entity* means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Covered article*, as defined in 41 U.S.C. 4713(k), means:

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence

or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*FASC-prohibited unmanned aircraft system* means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not

covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

*Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*Interconnection arrangement* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Kaspersky Lab-covered article* means any hardware, software, or service that—

- (1) Is developed or provided by a Kaspersky Lab-covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

*Kaspersky Lab-covered entity* means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

*Unmanned aircraft* means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

*Unmanned aircraft system* means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions.*

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if

OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions.*

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders.*

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services

produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

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

(ii) The specific prohibition the product or service is not complying with;

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

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

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report.*

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was

provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

- (i) Contract number and order number, if applicable;
- (ii) Name of the covered article or source subject to a FASCSA order;
- (iii) The specific FASCSA order the product or service does not comply with;
- (iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of Provision)

## **C.8 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)

| <b><u>FAR<br/>Number</u></b> | <b><u>Title</u></b>                                                                | <b><u>Date</u></b> |
|------------------------------|------------------------------------------------------------------------------------|--------------------|
| 52.203-6                     | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)       | JUN 2020           |
| 52.203-13                    | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT                                     | NOV 2021           |
| 52.203-17                    | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS                                           | NOV 2023           |
| 52.203-19                    | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS | JAN 2017           |
| 52.204-13                    | SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)                                | NOV 2025           |

|             |                                                                                                                                                |          |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 52.209-6    | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED | JAN 2025 |
| 52.209-9    | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS                                                                     | OCT 2018 |
| 52.209-10   | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS                                                                                 | NOV 2015 |
| 52.219-8    | UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)                                                                                             | NOV 2025 |
| 52.219-28   | POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)                                                                                  | NOV 2025 |
| 52.222-3    | CONVICT LABOR (DEVIATION)                                                                                                                      | NOV 2025 |
| 52.222-35   | EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)                                                                                                     | NOV 2025 |
| 52.222-36   | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)                                                                                    | NOV 2025 |
| 52.222-37   | EMPLOYMENT REPORTS ON VETERANS (DEVIATION)                                                                                                     | NOV 2025 |
| 52.222-40   | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)                                                             | NOV 2025 |
| 52.222-41   | SERVICE CONTRACT LABOR STANDARDS (DEVIATION)                                                                                                   | NOV 2025 |
| 52.222-43   | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION)                | NOV 2025 |
| 52.222-44   | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (DEVIATION)                                                     | NOV 2025 |
| 52.222-50   | COMBATING TRAFFICKING IN PERSONS (DEVIATION)                                                                                                   | NOV 2025 |
| 52.222-54   | EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)                                                                                                | NOV 2025 |
| 52.222-55   | MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)                                                                   | NOV 2025 |
| 52.222-62   | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)                                                                                        | NOV 2025 |
| 52.223-5    | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION                                                                                             | MAY 2024 |
| 52.223-23   | SUSTAINABLE PRODUCTS (DEVIATION)                                                                                                               | NOV 2025 |
| 52.226-8    | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING                                                                            | MAY 2024 |
| 52.228-5    | INSURANCE—WORK ON A GOVERNMENT INSTALLATION                                                                                                    | JAN 1997 |
| 52.232-33   | PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT                                                                               | OCT 2018 |
| 52.232-40   | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS                                                                                | MAR 2023 |
| 52.233-3    | PROTEST AFTER AWARD                                                                                                                            | AUG 1996 |
| 52.233-4    | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM                                                                                                    | OCT 2004 |
| 52.237-2    | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION                                                                                  | APR 1984 |
| 52.244-6DEV | SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES                                                                                   | OCT 2025 |
| 852.203-70  | COMMERCIAL ADVERTISING                                                                                                                         | MAY 2018 |
| 852.219-75  | VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (DEVIATION)                                 | JAN 2023 |

|            |                                                                 |          |
|------------|-----------------------------------------------------------------|----------|
| 852.222-71 | COMPLIANCE WITH EXECUTIVE ORDER 13899<br>(DEVIATION) (APR 2025) | APR 2025 |
| 852.232-72 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS                       | NOV 2018 |

## C.9 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

## C.10 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) *Agreement/LOS certification*. When awarded a contract action, including orders under 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.11 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

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

VAAR Clause 852.219-75 (Attachment 2)

(End of Provision)

## **C.12 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

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

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

(End of Clause)

## SECTION D – CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

|              |                                                                                                                 |
|--------------|-----------------------------------------------------------------------------------------------------------------|
| Attachment 1 | SCA WD 2015-4223 Rev 33 Dated 05-13-2026                                                                        |
| Attachment 2 | 852.219-75 MUST SIGN AND RETURN WITH QUOTE                                                                      |
| Exhibit A    | JCI Controllers<br>Description: Johnson Proprietary Control Equipment                                           |
| Exhibit B    | Equipment Grouped<br>Description: Facility Equipment Sorted by Type                                             |
| Exhibit B.1  | McQuay Central Station Air Handler Parts Specs<br>Description: Manufacture Parts List – McQuay LSL Series Units |
| Exhibit C    | Utility Plant Equipment<br>Description: Utility Plant Equipment                                                 |

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

## **E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)**

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

(1) The solicitation number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of Provision)

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

Quote evaluation factors:

I. The Government will award a Firm-Fixed contract resulting from this solicitation to the responsible quoter who has the lowest pricing and meets all submission requirements conforming to the solicitation. The following factors shall be used to evaluate quotes:

(A) Price

(B) Minimum Qualifications

(C) Compliance with quote submission instructions

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

(B) Minimum Qualifications

(1) If Contractor will be performing tasks or services on parts or systems that are proprietary to Johnson Controls, Contractor must provide a letter of authorization from Johnson Controls stating that they are authorized to purchase Johnson Controls Metasys products and authorized to perform services on the Johnson Controls Metasys Building Automation System.

(C) Compliance with quote submission instructions

(1) Quotes shall be submitted via email ONLY to Christina Gennaoui, [christina.gennaoui@va.gov](mailto:christina.gennaoui@va.gov), no later than 4:00 PM EST on Monday, July 20, 2026.

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

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

(4) Quoters must complete VAAR 852.219-75 (Attachment 2) and return with submission.

a. ALL FIELDS must be filled-in, or the attachment will be considered incomplete and the quoter will be ineligible for award.

b. Note, only paragraph (a)(1)(i), Services, apply.

(5) Refer to FAR Provision 52.212-1 (Instructions to Offerors – Commercial Products and Commercial Services) for minimum submission requirements, including:

a. The solicitation number.

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

d. The SAM Unique Entity Identifier (UEI) of the quoter.

e. Signed SF 1449 and acknowledgement of all solicitation amendments, if applicable.

II. Evaluation of Quotations

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

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

(End of Provision)

#### **E.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION)**

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

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

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

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

*Small business concern—*

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$47 Million.

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

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

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

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

(c) *Representations.*

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

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

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

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

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

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it ☐ is, ☐ is not a joint venture that complies with the

requirements of 13 CFR 127.506(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]*

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

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

(d) *Notice.*

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

- (1) Punished by imposition of fine, imprisonment, or both;
- (2) Subject to administrative remedies, including suspension and debarment; and
- (3) Ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

## **E.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:

Stephanie Luniewski, Contracting Officer

[Stephanie.Luniewski@va.gov](mailto:Stephanie.Luniewski@va.gov)

Christina Gennaoui, Contract Specialist

[Christina.Gennaoui@va.gov](mailto:Christina.Gennaoui@va.gov)

(b) The copy of any protest shall be received via email to the Contracting Officer and Contract Specialist designated above within one day of filing a protest with the GAO.

(End of Provision)

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

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

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

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

*Marginalized populations of Sudan* means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

*Sensitive technology*—

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

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

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

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

*(b) Procedures.*

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

*(2) FASCSA Orders.*

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

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

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

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

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

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

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

*(e) Sudan certification.* By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need

to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications.*

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

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

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

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

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

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

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

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

| <b><u>FAR<br/>Number</u></b> | <b><u>Title</u></b>                                                                                                            | <b><u>Date</u></b> |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 52.203-11                    | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS                                      | SEP 2024           |
| 52.203-18                    | PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION | JAN 2017           |
| 52.204-7                     | SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)                                                                           | NOV 2025           |
| 52.229-11                    | TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION                                                                  | JUN 2020           |
| 852.233-70                   | PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION                                                                                 | OCT 2018           |
| 852.233-71                   | ALTERNATE PROTEST PROCEDURE                                                                                                    | OCT 2018           |

## **E.8 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)**

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

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

(End of Provision)

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