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

1. REQUISITION NO.	
2. CONTRACT NO.	
3. AWARD/EFFECTIVE DATE	
4. ORDER NO.	
5. SOLICITATION NUMBER	36C25227Q0007
6. SOLICITATION ISSUE DATE	08-24-2026
7. FOR SOLICITATION INFORMATION CALL: a. NAME	Biermann, Dustin
b. TELEPHONE NO. (No Collect Calls)	414-844-4861
8. OFFER DUE DATE/LOCAL TIME	09-08-2026 09:00AM CDT

9. ISSUED BY CODE

Department of Veterans Affairs
36C252
115 South 84th Street, Suite 101

Milwaukee WI 53214-1476

10. THIS ACQUISITION IS [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:

- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [X] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 561720

SIZE STANDARD: $22 Million

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

12. DISCOUNT TERMS

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

13b. RATING N/A

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

15. DELIVER TO CODE

Department of Veterans Affairs
Edward Hines Jr. VA Hospital
5000 South 5th Avenue

Hines IL 60141-5000

16. ADMINISTERED BY CODE

Department of Veterans Affairs
36C252
Great Lakes Acquisition Center - HC
115 South 84th Street, Suite 101
Milwaukee WI 53214-1476

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE

Department of Veterans Affairs
Financial Services Center
PO Box 149971
Austin TX 78714-9971

PHONE: FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	CONTRACTOR SHALL PROVIDE ALL LABOR, MANAGEMENT, AND SUPERVISION NEEDED TO PROVIDE JANITORIAL/CUSTODIAL SERVICES AT THE EDWARD HINES JR. VA HOSPITAL LOCATED IN HINES, IL. ALL SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE STATEMENT OF WORK. SERVICE CONTRACT LABOR STANDARDS APPLY - DEPARTMENT OF LABOR (DOL) WAGE DETERMINATION 2015-5017 (REV 30) DATED 7/30/2025				

(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)

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA (continuation from Standard Form 1449)

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED HEREIN PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

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

AMENDMENT NO	DATE
______________________________	__________________________
______________________________	__________________________
______________________________	__________________________

1. CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

a. **CONTRACTOR:**

CONTRACTOR NAME _____________________________________
ADDRESS ____
CITY-STATE-ZIP ____
POINT OF CONTACT/TITLE ________________________________
PHONE NUMBER ______________________________________
FAX NUMBER ______________________________________
E-MAIL ADDRESS ______________________________________
SAM UEI NO. ____
CAGE CODE ____

CONTRACTOR'S PAST PERFORMANCE POINT OF CONTACT
(IF DIFFERENT THAN ABOVE):
NAME: ____
EMAIL ADDRESS:__________________________________

b. **GOVERNMENT:**

CONTRACTING OFFICE CODE: 36C252
DEPARTMENT OF VETERANS AFFAIRS
GREAT LAKES ACQUISITION CENTER
115 S. 84TH ST., STE 100
MILWAUKEE WI 53214

2. ACQUISITION OF COMMERCIAL ITEMS:
This Request for Quote (RFQ) solicitation is issued under the authority of FAR Part 13.5 Simplified Procedures for Certain Commercial Items in which simplified acquisition procedures in FAR Part 13 will be used. FAR Part 14 and 15 will not be used. From this RFQ, the Government intends to award a firm fixed price contract where the contractor provides a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. (Note: The terms "offeror" and "quoter" are both used in this

Solicitation. For the purposes of this Solicitation, these terms are interchangeable; there is no difference in meaning between the two.)

3. SET-ASIDE (If any): See box 10 of STANDARD FORM 1449

4. SOLICITATION TIMELINE SUMMARY:

A. SITE VISIT:
It is strongly suggested and expected that the offeror inspect the campus to be serviced to fully understand the nature of the work and the conditions under which the work is to be performed. In no case shall failure to inspect the campus constitute grounds for a claim after contract award.

SITE VISIT IS SCHEDULED FOR FRIDAY AUGUST 28, 2026, AT 10:00 AM LOCAL TIME. ALL INTERESTED PARTIES TO MEET COR HERBERT JONES (708-940-2936) AT BLDG 200 COFFEE SHOP LOBBY.

B. RFQ QUESTIONS:
In order to maintain integrity of this solicitation and subsequent award date, all offerors are advised that any question and answer requests must be submitted in a written form via e-mail to the Contracting Officer Dustin.Biermann@va.gov no later than FRIDAY AUGUST 28, AT 2:30 PM LOCAL TIME. Contracting will issue a consolidated response via solicitation amendment to https://sam.gov Contract Opportunities within 3 business days to all parties

C. SOLICITATION CLOSES/QUOTES DUE:
See box 8 of STANDARD FORM 1449 or most recent Amendment.

D. SUBMISSION OF QUOTE:
See 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services and addendum for specific instructions to offerors.

5. CONTRACTING OFFICER AUTHORITY:
The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitment or issue changes that will affect price, quantity or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred thereof.

6. INVOICES:

a. All payments by the Government to the contractor will be made in accordance with: FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

b. Invoices shall be submitted monthly in arrears in accordance with: 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

c. Payments shall be made in arrears upon receipt of a properly prepared invoice

d. Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests.

e. The VA has mandated electronic invoice submission to the Veterans Affairs Financial Services Center (VAFSC). VAFSC has partnered with Tungsten Network e-Invoicing network, for submissions of all electronic invoices to VA. Tungsten Network electronic invoicing is free to all VA vendors. In order to submit electronic invoices, all VA vendors must register with Tungsten Network by submitting an email to VA.Registration@Tungsten-Network.com or calling 1-877-489-6135 for Enrollment.

f. Contractor shall submit an electronic invoice by the tenth (10th) of the following month services were performed to the Veterans Affairs Financial Services Center (VAFSC) e-Invoice through the website at https://portal.Tungsten-Network.com/Login.aspx. For questions regarding the submission of VA electronic invoices, Tungsten Network customer service may be contacted at 1-877-489-6135.

g. All invoices shall reference the vendor name and address, customer name, contract number, appropriate obligation/funding order number, description of services provided, quantity, unit price, and total invoice amount (any additional info). Invoices shall also include any payment discount terms.

h. VA's Electronic Invoice Presentment and Payment System – The Veterans Affairs Financial Services Center (VAFSC) uses a third-party contractor, Tungsten Network e-Invoice, to transition vendors from paper to electronic invoice submission. Please go to this website: http://www.tungsten-network.com/customer-campaigns/veteransaffairs/ to begin submitting electronic invoices, free of charge.

i. As of July 1, 2020, the VA10091 form has been eliminated and the VAFSC is requiring our vendors to update and add their information in the Customer Engagement Portal (CEP) at https://www.cep.fsc.va.gov/. This is for new vendors being added to FMS only.

j. **For assistance setting up e-Invoice, the below information is provided:**

* Tungsten Network e-Invoice Setup Information: 1-877-489-6135
* Tungsten Network e-Invoice email: VA.Registration@Tungsten-Network.com
* FSC e-Invoice Contact Information: 1-877-353-9791
* FSC e-invoice email: vafsccshd@va.gov

7. FACILITY REQUIREMENTS: In addition to any other requirements set forth in this Contract, the Contractor, including its employees, agents, and subcontractors (collectively "the Contractor"), shall comply with the following facility requirements. Failure to comply with these requirements shall be considered a material breach of this Contract and may be a violation of Federal law resulting in charges answerable in the United States District Court.

a. Contractor is responsible to follow all on site facility policies

b. All VA property is considered Federal property and all Federal laws are applicable.

c. It is the responsibility of the Contractor to park in the appropriate designated parking areas. Information on parking is available from the VA Police Section. The VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.

d. All VA facilities are drug free. Possession of drugs, to include Marijuana and all Marijuana bi-products are prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

e. All contractor personnel are required to adhere to all VA rules and regulations.

f. Smoking is prohibited on the entire campus, both inside and outside the VA Facility

g. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

h. VHA DIRECTIVE 1192: This Veterans Health Administration (VHA) directive establishes policy and provides guidance for the prevention of seasonal influenza in VHA facilities through the vaccination or masking of health care personnel (HCP). AUTHORITY: Title 38 United States Code (U.S.C.) 7301(b), 7318(b). Contractor is responsible in ensuring that all aspects of this directive are implemented, including providing face masks and influenza vaccines for all employees working at a VA facility.

8. SECURITY & PRIVACY CONTROL:

PIV Card:
Applies to unsupervised, full-time, logical and/or physical access for more than 6 months OR more than 180 aggregate days in a one-year period.

Defined in VA Directive 0735 as: "Personal Identity Verification (PIV) Credential: An identification card that complies with FIPS 201 and related guidance that contains a photograph and stored identity information so that the claimed identity of the cardholder can be verified by another person or an automated process. PIV credentials are issued to persons requiring routine access to VA facilities or information systems."

All contractor employees are subject to the same level of investigation as VA employees who have access to VA Sensitive Information. The level of background investigation commensurate with the level of access needed to perform in accordance with the statement of work is: **Special Agreement Check (SAC) & National Agency Check with Inquiries (NACI)**. This requirement is applicable to all subcontractor personnel requiring the same access.

National MOU/ISA is in place and applies to this contract. Sensitive information exposure as part of this contract involves applicable security controls within the facility as part of the VA Information Security. If there are any questions related to privacy, please have a member of your staff contact the VA Privacy Service at (202) 461-6309. If there are any questions related to the information security, please have a member of your staff contact the Office of Cyber Security at (304) 262-7733.

Routine Access and Personal Identity Verification of Contractor Personnel:
The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of

Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.
(2) Upon completion of the Contractor employee’s employment.
(3) Upon contract completion or termination.

The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
It shall be the responsibility of the prime Contractor to return such identification to the VA.

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Janitorial Services at Hines VAH in Accordance with SOW Contract Period: Base POP Begin: 12-01-2026 POP End: 11-30-2027 PRINCIPAL NAICS CODE: 561720 - Janitorial Services PRODUCT/SERVICE CODE: S201 - Housekeeping - Custodial Janitorial	12.00	MO	________	____________
1001	Janitorial Services at Hines VAH in Accordance with SOW Contract Period: Option 1 POP Begin: 12-01-2027 POP End: 11-30-2028 PRINCIPAL NAICS CODE: 561720 - Janitorial Services PRODUCT/SERVICE CODE: S201 - Housekeeping - Custodial Janitorial	12.00	MO	________	____________
				GRAND TOTAL	____________

B.3 STATEMENT OF WORK

Janitorial Services for the Edward Hines Jr.VA Hospital

A. **Description of Services.** The purpose of this contract is to supplement Government Full-Time Employee (FTE) housekeeping to provide comprehensive environmental cleaning and janitorial services in support of a safe, sanitary, patient-centered healthcare environment at the Hines VA Medical Center operated under the standards and requirements of the Veterans Health Administration (VHA). The Contractor shall furnish all management, supervision, labor, transportation, and quality control necessary to perform janitorial and environmental cleaning services in accordance with VHA directives, infection prevention standards, Joint Commission requirements, Occupational Safety and Health Administration (OSHA) regulations, Centers for Disease Control and Prevention (CDC) guidance, and all applicable federal, state, and local regulations. Location is the Edward Hines Jr, VA Hospital, 5000 S. 5th Ave., Hines, Illinois 60141-3030.

1. Contract Performance Standard: Outstanding patient care begins with a clean healthcare environment. Accordingly, the Contractor is expected to perform all requirements of this Contract in an exemplary manner with minimal oversight.
2. Areas to be Cleaned: The Contractor shall clean assigned areas of the Hines VA campus, which encompasses 3.5M square feet. The cleaning of the Hines VA campus will be shared with Hines VA housekeeping staff. Assigned areas can change based on need.
3. Scheduling: The Contractor shall provide adequate staffing levels necessary to maintain performance requirements 24 hours per day, 7 days per week, including holidays if required by the facility. The Contractor shall maintain staffing contingency plans and onsite supervisory coverage.
4. Scope of Contract: The Contractor shall adhere to the scope of this Contract and shall not perform any work outside this scope, even if requested to do so by VA employees. In the event that a VA employee requests that the Contractor perform work outside the scope of this Contract, the Contractor shall immediately notify the Contracting Officer's Representative (COR) of such request so that the COR may address this issue with the VA employee making the request.

5. Staffing: As the mission and staffing requirements of the Hines VAH may change, the number of staff required for this contract may be adjusted only via a written modification from the Contracting Officer (CO). Any possible future increase in staffing, or added buildings/areas, shall be considered within the scope of this contract.

B. **Basic Cleaning Services – The contractor shall perform the following basic cleaning services:**

1. Aseptic Cleaning Techniques: The Contractor shall perform the following basic cleaning functions: use aseptic cleaning techniques, defined as using practices and procedures to prevent contamination from pathogens in order to minimize the risk of infection, in the performance of this Contract.

2. "As Needed": All cleaning services provided under this Contract shall be performed "as needed" or an "as needed basis," which means that the Contractor shall perform the service whenever a deficiency is observed, or should be observed, in the judgement of the Contracting Officer Representative (COR), COR's representative, or CO. The Contractor shall make timely corrective actions for all "as needed" requirements before prompting by the COR.

3. Emergency Cleaning: The Contractor shall immediately respond to any urgent cleaning requirements either communicated by Hines staff or if observed, including without limitation, spills, blood, and bodily fluids.

4. Linen Distribution: The ability to assist laundry functions by providing services which include distribution of clean linens as needed and providing for gathering of soiled linens as directed.

5. Bedmaking: Possess the ability to provide bedmaking if tasked in hospital settings, the ability to clean the entire room, turning over for use by incoming patients. Assuring that room cleaning is completed in a timely manner.

6. Maintaining Floors: All floors shall be swept, dust-mopped, and wet- mopped using microfiber material mops daily and/or as needed to ensure a uniform, glossy appearance free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter, and to prevent quat binding. Baseboards, corners, and wall/floor edges shall also be clean and free from dirt. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, and all other areas/items adjacent to the floor. Chairs, trash receptacles, and other moveable items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position.

7. Removing All Waste: The Contractor shall be responsible for the collection, handling, transportation, and disposal support of all non-regulated waste, recyclable materials, and designated waste streams generated within assigned service areas in accordance with VHA policies, OSHA regulations, EPA standards, local environmental requirements, and facility-specific procedures. Waste removal services shall include routine and overflow trash removal, replacement of liners, transport to designated collection points, maintenance of waste holding areas in a clean and sanitary condition, and immediate removal of waste that presents safety, infection prevention, odor, or operational concerns. Contractor personnel shall properly segregate general waste, regulated medical waste, recyclable materials, pharmaceutical waste, and sharps in accordance with applicable policies and Infection Prevention and Control (IPC) requirements. All waste removal activities shall be performed in a manner that minimizes disruption to patient care operations and maintains a safe, clean, and compliant healthcare environment.

8. Emptying Recycling Containers: All recycling containers shall be emptied and returned to their initial location. Cardboard boxes shall be broken down and placed within the recycling dumpster. Cans, paper, and other recyclables placed in or near a

trash receptacle shall be removed and placed within the recycling dumpster. Recycling containers shall be left clear, free of foreign matters, and free of odors.

9. Cleaning Mirrors: Clean all minors, including mirrors/glass in doors, partitions, walls display cases, and directory boards. After cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matters.

10. Cleaning Windows: Clean the interior surface of all windows. The facility currently has a contract that provides deep cleaning of the windows twice a year to all windows, however it is the expectation that any visible fingerprints and or smudges/soil are addressed on windows and walls each day and/or as needed.

11. Vacuuming Carpets: Vacuum carpeted areas, which include area and throw-rugs. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter, and other foreign matters. All spots shall be removed by the carpet manufacturer's approved methods as needed. All tears, burns, and traveling shall be brought to the attention of the COR as soon as practicable.

12. Vacuuming/Cleaning Floor Mats: Vacuum and/or clean interior floor mats of all visible lint, litter, soil, and other foreign matter. Soil and moisture underneath mats shall be removed, and mats returned to their original location.

13. Cleaning and Disinfecting High-Touch Points: Clean and disinfect all High-Touch Points in common/public areas. High-Touch Points are surface areas that are likely to be touched by patients, staff, vendors, and/or visitors. Examples of High-Touch Points include without limitation: horizontal surfaces; handrails; elevator buttons; elevator panels; elevator holding rails; waiting room furniture; water fountains; windowsills; hallway bumper guards (upper and lower); vending machine panels; door handles; light switches; and Reusable Medical Equipment, ill patient-care areas, including beds, bed frames, gurneys, mattresses, IV poles, and commodes.

14. Dusting: All horizontal surfaces shall be dusted or otherwise cleaned to eliminate dust collection. All vertical surfaces shall also be kept free from the accumulation of dust. All furniture, computers, and medical and other equipment shall also be kept free from dust.

15. Cleaning HVAC Vents: All heating and air conditioning ventilation grates, grills, louvers, and covers shall be kept free from dust and dirt.

16. Cleaning Fluorescent Light Fixture Diffusers: All plastic diffusing lenses for ceiling-mounted fluorescent light fixtures shall be kept clean on both sides of the diffuser, free of dust, dirt, and dead insects.

17. Cleaning Water Fountains: All water fountains shall be cleaned and disinfected, including the drains. Water fountains shall be free of streaks, stains, spots, smudges, and scale.

18. Flushing requirements: Documented flushing and running of faucets is a daily requirement needing to occur on all toilets and sinks as part of the facility water safety program. This is a shared responsibility that shall occur between Government and contracted housekeeping staff. There are approximately 800+ toilets and 1100+ sinks at Hines VA.

19. Emptying/Cleaning Exterior Trash Receptacles: All exterior trash receptacles shall be emptied and returned to their initial locations. Boxes, cans, and paper placed near a trash receptacle and marked "TRASH" shall be removed. All trash receptacles shall be fitted with disposable plastic liner. All plastic liners for trash receptacles shall be replaced with new ones when the receptacle is emptied. The trash shall be deposited in the nearest trash collection container as directed by the COR. Trash receptacles shall be left clean, free of foreign matter, and free of odors.

20. Restroom Cleaning Services.

    a. Cleaning and Disinfecting: Completely clean, disinfect, and deodorize all surfaces of sinks, toilets, urinals, lavatories (including wall areas adjacent to wall-mounted lavatories, urinals, and toilets), dispensers, plumbing fixtures, partitions, doors (including handles, kick plates, ventilation grates, and metal guards), walls, and any other restroom surfaces not otherwise listed, using a germicidal detergent daily. Microfiber products shall be used for cleaning at all times.

    b. Descaling Toilets and Urinals: Descale the toilets and urinals. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

    c. Sweeping and Mopping Floors: Sweep and microfiber mop restroom floors so that the entire surface (floor and grout) is free from litter, dirt, dust, debris, and is disinfected. Grout on wall and floor tiles shall be free of dirt, scum, mildew, and residue. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stains, film, or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath. The Contractor shall use only clean water and appropriate cleaning agents for mopping, properly disposing of soiled water after each cleaning.

    d. Stocking Janitorial Restroom Supplies: The Contractor shall ensure restrooms are stocked sufficiently so that supplies, including soap dispensers, paper towels, and toilet paper, do not run out. Supplies shall be stored in designated areas and shall be kept off the surface of floors. No overstocking shall be allowed. All paper and fluid supplies are provided by Edward Hines Jr. VA Hospital to maintain consistency throughout the facility.

    e. Additional compliance measures: There will not be areas that the vendor will be restricted from. The facility will provide training and support that will help the staff to become an integral support person. The cleaning of operating room and compounding rooms and Dental areas will be specific areas with added training. In addition, cleaning of the basement is included as a shared responsibility with Government housekeeping

21. Spot-Cleaning: Perform spot-cleaning on a continual basis using microfiber cloths and hospital- approved, EPA-registered disinfectants and cleaners on all surfaces, particularly High-Touch Points, including without limitation: door handles; handrails, and light switches. Spot-cleaning includes without limitation, removing or cleaning smudges, fingerprints, marks, streaks, and spills from washable surfaces of all walls, partitions, vents, grillwork, door guards, door handles, push bars, kick plates, light switches, temperature controls, fixtures, furniture, various non-critical surfaces, and non-critical reusable medical equipment. After cleaning, surfaces shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil. The Contractor shall notify the COR as soon as practicable if an area or item cannot be successfully spot cleaned.

C. Floor Cleaning Services.

1. Strip, Scrub, and Wax Floors: Tile floors shall be stripped, scrubbed, and waxed to maintain sanitary conditions and a clean, uniform, glossy appearance free of scuff marks, wax build-up, and other stains or discolorations. Stripping shall be accomplished using a non-ammoniated finish remover. Floors shall be completely clean, free of stripper, dirt, hair, and debris, prior to applying any wax. The Contractor shall use a nonskid wax. The Contractor shall apply a minimum of four (4) coats of finish. The Contractor shall remove all floor products splashed onto baseboards, walls, and any other surfaces. Additional finishing may be required in heavy traffic areas between regularly scheduled finishes to keep the floor protected and provide an even appearance. Scheduling/Frequency of floor care services shall be established and/or scheduled in conjunction and in collaboration with the COR and shall be accomplished on a continual rotational basis and/or as needed. The floor care within the facility is ongoing and constancy because of the size of the facility, the floor care is accomplished overnight using the floor care team which functions between the hours of 2200 – 0630. The floor care team functions only at night for safety purposes.

2. Clean and Shampoo Carpets: Shampoo carpeted areas, including area and throw- rugs, to create a uniform appearance free of stains and discoloration. Any spots or stains shall be removed by the carpet manufacturer's approved methods as soon as noticed. A heavy-duty spot remover may be required in heavily soiled areas. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles and other items shall be moved to clean carpets underneath and returned to their original location upon completion and a dry surface. The floor care within the facility is ongoing and constancy because of the size of the facility, the floor care is accomplished overnight using the cleaning is accomplished on the overnight tour for safety.

D. Equipment, Materials and Supplies.

1. Materials and Supplies Provided by Hines VA: All material and supplies, other than those listed in Subparagraph ii below, shall be furnished by Edward Hines Jr. VA Hospital. All disinfectants used in the cleaning of the facility shall be FDA/EPA-approved and approved by the COR. Microfiber mops and rags shall be used throughout the facility and Edward Hines Jr. VA Hospital will supply all consumable supplies, including lotion soap, hand lotion, paper towel rolls for dispensers, coreless JRT toilet paper rolls, tampons, feminine napkins, and feminine napkin bins. Edward Hines Jr. VA Hospital will also provide housekeeping carts and basic cleaning supplies/materials, including cleaning disinfectants, general cleaners, brooms, and mops.
   i. Maintaining Proper Supply Levels: The Contractor shall notify the COR as soon as practicable when additional equipment, materials, or supplies are needed. The Contractor shall not permit any replaceable items to run out.
   ii. Items Not Supplied by Hines VA: In the event that the Contractor identifies any items that would be helpful for performance of this Contract, the Contractor may request these items via the COR. The COR will make the final decision as to whether the requested items will be supplied, in the COR's sole discretion.

1. Material Safety:
   a. All cleaning agents shall be kept in their original containers with legible labels.
   b. The Contractor shall properly dispose of all cleaning agents and chemicals after use.
   c. All supplies shall be properly stored in janitorial closets, or other areas designated by the COR.

E. Staffing: This Contract is for forty (40) personnel that shall perform the services set forth herein, the Contractor shall comply with the following requirements:

1. Shift Leader/Supervisor: The Contractor shall designate a Housekeeping Supervisor/Lead for each shift, with the following responsibilities: ensure the quality of the work meets the requirements of this Contract; directly supervise contracted staff, receive instruction from the COR or the COR's designee and assign contracted staff to cover the vacant areas accordingly; take employee attendance; coordinate administrative actions between the COR or the COR's designee and Contractor employees and perform housekeeping work as working supervisors. The Housekeeping Supervisor/Lead or the Alternate Housekeeping Supervisor/Lead (if designated) shall be available by telephone during all shifts and shall attend all scheduled meetings. The COR may permit virtual meeting attendance by telephone or working supervisors.

2. Personnel Requirements: The Contractor shall ensure that personnel performing services under this Contract meet the following requirements:

a. All personnel shall be fully trained, completely competent, and otherwise meet all legal requirements for performing these services at a Federal Government facility, including all training recommended or mandated by the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), The Joint Commission, and the Veterans Health Administration prior to beginning any work onsite. All personnel must be trained by the service trainer with documentation of the training on file.
b. All personnel are physically and medically able to perform services under this Contract, to include the following: ability to lift 50 pounds; prolonged standing and walking; and frequent bending at the waist.
c. While onsite, Contractor personnel shall not be rude, argumentative, or confrontational with staff, visitors, or Veterans. Any violation of this policy is grounds for immediate revocation of that person's access badge and a permanent ban from the premises.
d. All personnel shall have a clear criminal record, which means no felony convictions, or misdemeanor convictions for assaultive behavior or crimes of moral turpitude.
e. All personnel shall be able to effectively communicate in English—speaking, reading, and writing. The purpose of this requirement is to ensure that all personnel are able to understand any alerts or warnings, oral and written, issued by the facility.
f. All personnel shall be healthy when performing services under this Contract; sick personnel shall not report to work or shall depart the facility if becoming sick at work.

a. <u>Physically Able:</u> All employees shall be physically able to perform services under this Contract, to include the following: ability to lift 50 pounds; prolonged standing and walking; and frequent bending at the waist.

b. <u>Proper Behavior:</u> While onsite, all employees shall be courteous and respectful of the staff, patients, visitors, and each other. Contractor employees shall not be rude, argumentative, or confrontational with anyone. Any violation of this policy is grounds for immediate revocation of that person's access badge and a permanent ban from the facility.

c. <u>Hygiene and Grooming:</u> All employees shall maintain proper hygiene and grooming standards while on onsite.

d. <u>Clear Criminal Record:</u> All employees shall have a clear criminal record, which means no felony convictions, or misdemeanor convictions for assaultive behavior or crimes of moral turpitude, i.e., lying, cheating, or stealing.

e. <u>Able to Communicate in English:</u> All employees shall be able to effectively communicate in English- speaking, reading, and writing. The purpose of this requirement is to ensure that all employees can understand any alerts or warnings, oral and written, issued by the facility.

f. Privacy Training: All employees shall complete privacy training within thirty (30) days of being hired to perform work under this Contract due to the potential for incidental exposure to VA Sensitive Information while providing services in areas with Protected Health Information (PHI). Privacy training is available via VA's Talent Management System (TMS), available at VA TMS 2.0. Contractor employees shall create a New Non- Employee User account to take this training. TMS assistance is available on the TMS webpage VA TMS 2.0. Once an account is established, Contractor employees shall use the Find Learning feature by typing "Privacy Training for Federal Contractors" into the search box. The course number for this training is NFED 4502627. Once the course is complete, each employee shall print the completion certificate and provide it to the Contractor, which shall forward each employee's certificate to the COR. Each employee shall retake this course annually by the anniversary date of initial completion.

3. Uniforms: The Contractor shall provide a standard custodial-type uniform to its personnel that is easily recognizable and clearly distinguishes them as Contractor personnel. Uniforms shall: present a neat, distinctive appearance; be clean and maintained in good repair and be worn as designed by the manufacturer. A standard custodial uniform is a collared work shirt (button- down or polo style), pants or skirt of twill or similar material, and footwear that covers the entire foot for safety purposes. Contractor personnel shall not wear hats.

4. Identification Badges: Personnel shall wear their Government-issued identification badge so that it is clearly visible on the front of the uniform.

F. Shifts/Scheduling.

1. Shifts: The Contractor shall provide three (3) shifts with the following minimum number of employees per shift, including the Shift Leader. The Contractor shall ensure that each shift is fully staffed regardless of call-outs or employees otherwise not appearing for work. Note: All times are Local (Central) and staffing requirements shall only be adjusted via a contract modification. Contracted cleaning staff are required to work Federal Holidays.

   a. Monday-Friday:
      i. 6:00 a.m. - 2:30 p.m.: seventeen (17) employees.
      ii. 2:00 p.m. -10:30 p.m.: eighteen (18) employees; and
      iii. 10:00 p.m. - 6:30 a.m.: five (5) employees.

   b. Saturday-Sunday and Federal Holidays:
      i. 6:00 a.m. - 2:30 p.m.: seventeen (17) employees.
      ii. 2:00 p.m. - 10:30 p.m.: eighteen (18) employees; and
      iii. 10:00 p.m. - 6:30 a.m.: five (5) employees.

A total of forty (40) contracted housekeeping staff daily is required by the contractor. This requirement will be enforced by the Department of Veterans Affairs, the purpose of this contract is to augment/supplement Government housekeeping staff. The requirement of 40 contracted staff per day is a performance requirement of this contract and shall be enforced.

2. Federal Holidays:
    a. New Year's Day;
    b. Birthday of Martin Luther King, Jr.;
    c. President’s Day;
    d. Memorial Day;
    e. Juneteenth National Independence Day;
    f. Independence Day;
    g. Labor Day;
    h. Columbus Day/Indigenous People’s Day;
    i. Veterans Day;
    j. Thanksgiving Day;
    k. Christmas Day; and
    l. Any other day declared a Federal Holiday by Presidential Proclamation.

3. Shift Schedule: No later than Fifteen (15) days after Contract award, the Contractor shall provide a Shift Schedule to the COR, which shall include the names and telephone numbers for the Lead Housekeeping Supervisor, the Alternate Lead Housekeeping Supervisor (if designated), and all Shift Leaders/Supervisors. The Shift Schedule shall also contain the names of all personnel by shift assigned. The Contractor shall provide an updated Shift Schedule to the COR within the first five (5) days of each month thereafter.

G. Performance Requirements.

1. Janitorial Closets:
    a. All designated janitorial closets shall be kept clean and orderly. No food or drink shall be stored in a janitorial closet.
    b. Mop heads and bristles shall be stored clean and free of debris.
    c. Mop buckets, buckets, and miscellaneous containers shall be free of standing liquid and debris.
    d. Cleaning chemicals shall be stored below five (5) feet from the floor and below any paper products. Supplies shall be stored in cabinets off the floor. Brooms and mops may hang from wall-hooks.
    e. Electrical equipment shall be in working order. No broken or unsafe equipment of any kind shall be stored in a janitorial closet.
    f. The following are prohibited from use in janitorial closets: corrugated cardboard; wood shelving; and pallets.

2. Safety:

a. Housekeeping carts should not be left unattended or parked in public areas where they could cause obstruction, such as doorways or blocking handrails. All Housekeeping cart doors shall be locked when not in use.
b. Wet floor signs shall be used to designate wet areas on the floor and removed when the floor is dry. Signs shall be placed so as not to be an obstruction or otherwise pose a hazard.
c. Contractor staff shall not wear earbuds or headphones during the performance of their work.

H. <u>Quality Assurance.</u>

1. Quality Control Program ("QC Program"): The Contractor, in coordination with the COR, shall develop and maintain a Quality Control Program to ensure that all delivered services are performed in accordance with this Contract and accepted commercial practices. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of non- conforming services. The QC Program shall be delivered to the COR within thirty (30) days after Contract award, to be approved by the COR in the COR's sole judgment.

2. Surveillance: The Government will periodically evaluate the Contractor's performance by inspection and personnel/customer complaints.

3. Performance Objective: All services performed under this Contract shall meet the performance threshold of no more than three customer complaints per month. With the exception of the above staffing requirements. The requirement for 40 staff per day is a critical performance requirement and shall be enforced at all times. Failure to provide required staffing shall be considered failure to meet performance thresholds.

4. Deficiency Procedures: When a deficiency per the requirements of this Performance Work Statement is noted by a facility staff member or customer, the COR will confirm this deficiency by inspection and record any findings, with the date and time of the inspection. When inspection indicates unacceptable performance, the COR will notify the Contractor. The Contractor shall correct all deficiencies within two (2) hours after notification of the unacceptable performance.

I. <u>Reporting Requirements</u>. At the discretion of the COR or Contracting Officer, the Contractor may be required to submit an ongoing report of services rendered under the terms of the Contract. The Contractor may be required to submit a report that includes: (1) dates and times when services were performed; (2) a list of the areas where services were performed; (3) types of services and a brief description of the work performed; (4) any items damaged or other incidents; (5) the names of employees performing the services; (6) any other information deemed relevant to performance under this Contract by the COR or Contracting Officer.

J. <u>Onsite Work Requirements.</u>

1. <u>Contractor Orientation/Training:</u> The Contractor shall attend an orientation prior to beginning any work under this Contract. This orientation may include the

following topics: Contract terms and conditions; performance monitoring; badging procedures; safety; fire procedures; severe weather procedures; disease transmission; infection control; disaster procedures; and any other topic deemed necessary by the COR. At the COR's discretion, the Contractor may be responsible for providing some or all this information/training to its personnel, as directed by the COR.

2. Check-in/Check-out Requirements: The Contractor shall comply with all facility check- in and screening requirements. Upon successful completion of the facility's check-in and screening process, the Contractor supervisor shall check-in with the COR, or the COR’s designee, at the start of each shift. The Contractor supervisor shall check-out with the COR, or the COR's designee, at the conclusion of such work, prior to departing the VA facility, advising them of the work completed and any problems/issues identified.

3. Noninterference with Facility Functions: The Contractor shall perform its services under this Contract in a manner that does not interfere with the facility's functions, including maintaining all tools and equipment in an orderly fashion and cleaning the work area at the conclusion of a service visit. Contractor personnel shall not use Government telephones for personal reasons.

4. Building Security and Keys:

   a. The Government will provide the Contractor with keys to access the required rooms for services provided under this Contract. Access to restricted areas will be provided to the Contractor by prior arrangements with the COR. Except for keys issued to a Contractor supervisor, keys provided to other Contractor personnel shall not be removed from the premises. Keys shall not be duplicated or issued to any other individuals. All keys not issued for the performance of work being accomplished at the present time shall be secured or returned. The COR shall perform an inventory of keys assigned to the Contractor at the end of the contract period or at any other time, in the COR's sole discretion. Any keys lost by the Contractor will be replaced by the Government, and the Contractor shall be charged the replacement value of the lost key. The Contractor shall also be responsible for any expense incurred for rekeying caused by the lost key. The Contractor shall notify the COR of any lost or suspected lost key within 24 hours.

   b. The Contractor shall not lend keys or open locked rooms or areas to permit entrance by persons other than the Contractor's assigned staff. The Contractor shall be responsible for securing areas upon completion of duties. There may be certain areas identified by the COR in which Contractor personnel shall immediately notify the COR and Facility Security Personnel if a door is found unlocked.

   c. When leaving a work area, Contractor personnel shall turn off lights if the area is unoccupied, unless otherwise directed by the COR. The Contractor shall secure and lock windows before leaving an area, and if there is difficulty securing the area, Contractor personnel shall immediately notify their supervisor, who shall immediately notify the COR.

d. The Contractor shall comply with the security clearances or access controls imposed.

e. The Contractor shall turn in all lost articles found during the performance of duties to the COR or facility Security Personnel.

5. Conservation of Utilities: The Contractor shall instruct personnel in utilities conservation practices, which shall include:
   i. Personnel shall not adjust any mechanical equipment controls for heating, ventilation, and air conditioning system unless otherwise directed by the COR or EMS Chief.
   ii. Personnel shall turn off all water faucets and spigots when not in use.

6. Safety- Infection Control Risk Assessment (ICRA) Requirements: The Contractor shall follow all ICRA requirements, as set forth by the infection control staff.

7. Personal Protective Equipment: The facility will provide all safety equipment/supplies/PPE to provide uniformity and compliance in completing our mission.

8. Safety- OSHA and CDC Requirements: The Contractor shall comply with all OSHA and CDC requirements, including without limitation: use of personal protective equipment, Platform ladders, PPE; and proper placement of caution signs, as applicable, prior to beginning any work under this Contract.

9. Photography: Photographs may be taken on facility grounds only during the performance of the services provided under this Contract; photographs shall not be taken for any other reason. Photographs shall not contain any images or other personal information of patients, Government personnel, or other contractor personnel. Any violation of this policy is grounds for immediate revocation of that person's access badge.

10. Legal/Professional Standards Compliance: All work performed under this Contract shall comply with all applicable laws, regulations, ordinances, rules, and professional standards, specifically including without limitation: the Centers for Disease Control and Prevention (CDC); the Occupational Safety and Health Administration (OSHA); the Environmental Protection Agency (EPA); the National Fire Protection Association (NFPA); the Food and Drug Administration (FDA); and The Joint Commission.

11. Protection of Government Property: The Contractor shall take care to protect persons and personal/Government property while on VA property, including

removal of all trash and debris at the completion of any job, and otherwise always keeping the work area clean. The Contractor shall be liable for any injuries and/or damage caused by the Contractor, including its personnel and agents (including any subcontractors), to include all reasonable costs for medical treatment and/or damage repair. Any injuries and/or damage caused by the Contractor shall immediately be reported to the COR.

Appendix I: Cleaning Services and Frequencies, Cleaning Schedule

Cleaning services shall be performed at the minimum frequencies set forth below.

Cleaning services shall be performed more often as needed.

Frequencies shall vary based on the daily needs of the Government. The contractor is responsible for checking in with the facility COR/designee to receive daily cleaning tasks.

Cleaning Service	Minimum Frequency
Basic Cleaning Services	
Maintaining Floors	Daily
Removing Trash	Daily
Emptying Recycling Containers	Daily
Cleaning Interior Glass and Mirrors	Weekly
Cleaning Windows	Monthly
Vacuuming Carpets	Weekly
Vacuuming/Cleaning Floor Mats	Daily
Spot-Cleaning	Daily
Dusting	Weekly
Cleaning HVAC Vents (exterior)	Monthly
Cleaning Fluorescent Light Fixture(plexiglass)	Monthly

Diffusers (cabinet)	Monthly
Cleaning of Water Fountains Daily	Daily
Emptying/Cleaning Exterior Trash Receptables	Daily
Cleaning and Disinfecting High-Touch Points	Daily

Restroom Cleaning Services	
Cleaning and Disinfecting	Daily
Descaling Toilets and Urinals	Monthly
Sweeping and Mopping Floors	Daily
Stocking Janitorial Restroom Supplies	Check Daily/Restock as Needed
Periodic Cleaning Services	
Strip, Scrub, Seal, and Wax Floors	Rotational basis throughout
Clean and Shampoo Carpets	Rotational basis throughout
Kitchen Cleaning Services	
Building 200/217/45	Daily
Canteen Store	
Retail Areas	Daily
Cafeteria	Daily

Starbucks Coffee Kiosk	Daily

Building 200/217/45 Contractor Assignments

(X = This Area to be Cleaned by Contractor)

(X = This Area to be Cleaned by Contractor)

Areas of Assignment	**Sun**	**Mon**	**Tue**	**Wed**	**Thur**	**Fri**	**Sat**	**Cleaning Schedule**
Basement Corridors/Washrooms/ GU Waiting Area	X	X	X	X	X	X	X	6AM -10PM
First Floor Corridors /Washrooms	X	X	X	X	X	X	X	6AM -10PM
First Floor Front Lobby/ Washrooms	X	X	X	X	X	X	X	6AM -10PM
First Floor Eye Diagnostic Waiting Area	Closed	X	X	X	X	X	Closed	6AM -10PM
First Floor Blood Lab Waiting Area & Washrooms	X	X	X	X	X	X	X	6AM -10PM
First Floor X-Ray Waiting Area	X	X	X	X	X	X	X	6AM -10PM
First Outpatient Pharmacy Waiting Area	X	X	X	X	X	X	X	6AM -10PM
First Floor CT scan / MRI Waiting Area & Washrooms	X	X	X	X	X	X	X	6AM -10PM
2nd floor	X	X	X	X	X	X	X	6AM -10PM
3rd Floor - All Areas	Closed	X	X	X	X	X	Closed	6AM -10PM
4th Floor - All Areas	Closed	X	X	X	X	X	Closed	6AM -10PM
5th Floor - All Areas	Closed	X	X	X	X	X	Closed	6AM -10PM
9 East - All Infusion Areas	Closed	X	X	X	X	X	Closed	2PM -10PM

10 East - All Areas	Closed	X	X	X	X	X	Closed	6AM -10PM
12th Dental - All Areas	Closed	X	X	X	X	X	Closed	2PM -10PM
14th Floor - All Areas	X	X	X	X	X	X	X	6AM -10PM
Building 200 – NFS Basement Kitchen	X	X	X	X	X	X	X	8PM –1AM
VCS Store Bldg. 45/Area to be cleaned after hours of operation	X	X	X	X	X	X	X	M-F 6am –4:30pm & S-S 8am – 2pm
217 Kitchen	X	X	X	X	X	X	X	7PM –10PM
Starbucks	Closed	X	X	X	X	X	Closed	5PM – 6PM

Note: Cleaning schedule on Federal Holidays will use the Saturday/Sunday Schedule. This is a sample of area assignments and schedules and is not all inclusive. Please see attachment “Floor Plan and List” for all areas to be cleaned. Contracted staff shall augment/supplement facility staff in cleaning of the above areas.

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment—*

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

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

(4) Addenda to this solicitation or contract,

(5) Solicitation provisions incorporated in the solicitation.

(6) Other paragraphs of this clause.

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

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

(End of Clause)

FAR Number	Title	Date
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-10	WASTE REDUCTION PROGRAM (DEVIATION)	FEB 2025
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026

852.219-73	VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (DEVIATION)	JAN 2023
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days before contract's performance period ends. The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days before contract's performance period ends; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 calendar days days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

(End of Clause)

C.5 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.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 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification

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

Printed Name of Signee: ___________

Printed Title of Signee: _____________

Signature: ____________

Date: ______________

Company Name and Address: _______________

(End of Clause)

(End of Addendum to 52.212-4)

C.8 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2026)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate*.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

X (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115–390, title II).

__ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

__ (ii) Alternate I (DEC 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

X (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-6.

__ (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

__ (ii) Alternate I (MAR 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025)(15 U.S.C. 637(d)(2) and (3)).

__ (21) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (NOV 2016) of 52.219-9.

__ (iii) Alternate II (NOV 2016) of 52.219-9.

__ (iv) Alternate III (JUN 2020) of 52.219-9.

__ (v) Alternate IV (JAN 2025) of 52.219-9.

__ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (MAR 2020) of 52.219-13.

X (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

X (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

X (26) (i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (MAR 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

X (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

__ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

X (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2026)(E.O. 13126).

X (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (34) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

__ (ii) Alternate I (FEB 1999) of 52.222-26.

X (35) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (JUL 2014) of 52.222-35.

X (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

__ (ii) Alternate I (JUL 2014) of 52.222-36.

X (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (39) (i) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (40) 52.222-54, Employment Eligibility Verification (JAN 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*).

__ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).

__ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).

X (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

X (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (48) (i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (OCT 2022) of 52.225-1.

X (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (JAN 2025) of 52.225-3.

__ (iv) Alternate III (FEB 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

X (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

__ (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

__ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (APR 2003) of 52.247-64.

__ (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

This is not a wage determination and is for informational purposes only:

Employee Class	Monetary Wage-Fringe Benefits
Janitor	WG1- $18.41hr + 30% Fringe Benefits

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(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 subpart 4.7, Contractor Records Retention, of the 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 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.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) (Pub. L. 115–390, title II).

(B) Alternate I (DEC 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (JAN 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (NOV 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment A - DOL WD 2015-5017

Attachment B – Floor Plan & List

SECTION E - SOLICITATION PROVISIONS

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

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

(1) The solicitation number;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of Provision)

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

As part of their quote, offerors shall submit the following information:

(1) Price:

a. Complete **SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS**
b. Fill in SF 1449 blocks 17a, 30a, 30b, and 30c on Page 1.
c. Fill in 1(a) on Page 2.
d. Fill in Price/Cost Schedule.

The contractor shall provide firm-fixed pricing for all line items listed in the Price Schedule for the base period and option period. If the price schedule is not completed entirely, price totals do not equal the correct sum, or the quoter indicates additional/variable pricing fees, the entire quote may be considered unacceptable, and the quoter may be considered ineligible for award.

All quote documents shall be submitted in .pdf format (shall be attached to email). Documents not in .pdf format will not be accepted or considered.

(2) Technical Capability/Experience: (Will be used for evaluation under the Technical Capability factor in 52.212-2)

Experience Requirement: Offeror shall provide a list of previous customers, including Government agencies, that shows that the offeror has performed this type of service for the past four (4) years. Experience statement shall include the following:

- Evidence of 4 years of experience, which must be current (within the last 5 years)
- Experience MUST be in a clinical/hospital environment of similar size and scope which consists of a workforce of at least twenty (20) janitorial/environmental services personnel operating concurrently across multiple shifts on a 24/7 or near continuous basis and involving the use of infection prevention/aseptic cleaning practices and handling of medical waste. Offeror shall provide information which supports this requirement which shall include, at a minimum: number of staff provided on previous contracts, type of work performed, and name of facility.
- List of previous customers to include the following: Name, contact information, contract number (if applicable), and dates of performance
- Only the experience of the prime contractor shall be accepted and considered

b. Draft Work Schedule: Offeror shall provide a draft work schedule which indicates proposed number of employees daily specifying shifts and times in accordance with the SOW. Placeholder names of employees may be used.

c. SCLS Compliance Statement: Offeror shall provide a written narrative that states their understanding of the requirements to pay employees in accordance with Service Contract Labor Standard (SCLS). This contract is subject to SCLS and Department of Labor (DOL) Wage Determination (WD) for Cook County (2015-5017) which is included as an attachment in this solicitation. Each service employee of the contractor or any employee under potential sub-contractors shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the above-mentioned DOL Wage Determination. The offeror shall provide narrative information with their quote to demonstrate their ability to meet this requirement.

Offerors shall also submit the following documentation with their quote:

a. Copies of all insurance certificates
b. Completed/signed VAAR Clause 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING – CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION
c. Any/all Solicitation Amendments

NOTE: Offerors who fail to submit required documentation may not be considered for award. Offers shall be submitted via email to Dustin.Biermann@va.gov.

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021
52.204-29	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – REPRESENTATION AND DISCLOSURE	DEC 2023
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
52.237-1	SITE VISIT	APR 1984
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs
36C252
115 South 84th Street, Suite 101
Milwaukee WI 53214-1476
Mailing Address:

Department of Veterans Affairs
36C252
115 South 84th Street, Suite 101
Milwaukee WI 53214-1476

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

(End of Provision)

(End of Addendum to 52.212-1)

E.5 52.212-2 EVALUATION--COMMERCIAL ITEMS (NOV 2021)

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

(b) The following factors shall be used to evaluate quotations:

(1) Price
(2) Technical Capability/Experience
(3) Past Performance

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

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

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

(3) Past Performance: The past performance evaluation may be based on the contracting officer's knowledge of and previous experience with the supply or service being acquired; Customer survey replies; Contractor Performance Assessment Reporting System (CPARS) at http://www.cpars.gov/; or any other reasonable basis.

(d) Options: The Government will evaluate offers for award purposes by adding the total price for all options (including optional Contract Line Items, if applicable) to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes relative to each other, and will not affect the ranking of quotes based on price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise. Evaluation of options shall not obligate the Government to exercise the option(s).

(End of Provision)

E.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)

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

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

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

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

Forced or indentured child labor means all work or service—

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

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

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

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

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

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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

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

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

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

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

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

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

Small business concern—

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

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

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

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

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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

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

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

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

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

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

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

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

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

(1) *Small business concern*. The offeror represents as part of its offer that—

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

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

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

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

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

(5) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(7) *WOSB join venture eligible under the WOSB Program*. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __________________.]

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

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

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

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

____

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

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

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __________________.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) [Reserved]

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

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

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

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

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

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

(2) Foreign End Products:

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

[*List as necessary*]

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

[*List as necessary*]

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

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

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

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

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

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

Line item No.	Country of origin

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ''Buy American—Free Trade Agreements—Israeli Trade Act.'' The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ''no''.

Other Foreign End Products:

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

[*List as necessary*]

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

[*List as necessary*]

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

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

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

Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

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

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

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

Korean End Products or Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

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

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

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

Other End Products:

Line item No.	Country of origin

[*List as necessary*]

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

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

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

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2) __ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[ ] TIN: _____________________.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

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

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

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

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

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _________________________.

(5) *Common parent.*

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

[ ] Name and TIN of common parent:

Name _____________________.

TIN _____________________.

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

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

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*).

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(*Do not use a "doing business as" name*)

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(s) [Reserved]

(t) [Reserved]

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

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

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

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

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

(2) The Offeror represents that—

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

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

(End of Provision)