

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 671-26-4-5060-0296		PAGE 1 OF 37					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C25726Q0686		6. SOLICITATION ISSUE DATE 07-01-2026			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Melanie Williams				b. TELEPHONE NO. (No Collect Calls) 210-694-6378		8. OFFER DUE DATE/LOCAL TIME 07-31-2026 1:00pm CDT			
9. ISSUED BY Department Of Veterans Affairs Network Contracting Office 17 5441 Babcock Road Ste. 302 San Antonio TX 78240				CODE 36C257		10. THIS ACQUISITION IS ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☒ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561720 ☐ EDWOSB ☐ 8(A) 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					
15. DELIVER TO Department of Veterans Affairs Kerrville VA Medical Center 3600 Memorial Boulevard Kerrville TX 78028				CODE 36C671		14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP					
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE				16. ADMINISTERED BY Department Of Veterans Affairs Network Contracting Office 17 5441 Babcock Road Ste. 302 San Antonio TX 78240		CODE 36C257					
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18a. PAYMENT WILL BE MADE BY CODE This is accomplished through the Tungsten Network located at: http://www.fsc.va.gov/einvoice.asp This is mandatory and the sole method for submitting invoices. PHONE: (877) 353-9791 FAX: (512) 460-5540							
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM				19. ITEM NO.							
20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES Contractor shall provide all labor, supervision, transportation, equipment, tools, materials, and non-personal services necessary to perform comprehensive window washing services for the Kerrville VA Medical Center. See Addendum to FAR 52.212-1 for further information. (Use Reverse and/or Attach Additional Sheets as Necessary)				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)							
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.				☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED							
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: TBD

b. GOVERNMENT: **Contract Specialist** - Melanie Williams
melanie.williams5@va.gov

Department of Veterans Affairs
Network Contracting Office (NCO) 17
5441 Babcock Road, Suite 302
San Antonio, TX 78240

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

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

3. INVOICES: Invoices shall be submitted after each bi-annual service has been completed.

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

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

AMENDMENT NO	DATE

B.2 STATEMENT OF WORK

STATEMENT OF WORK

WINDOW WASHING SERVICES

SOUTH TEXAS VETERANS HEALTH CARE SYSTEM – KERRVILLE, TX

1. GENERAL REQUIREMENTS

1.1. Contract Overview: Contractor shall provide all labor, supervision, transportation, equipment, tools, materials, and non-personal services necessary to perform comprehensive window washing services for the Kerrville VA Medical Center.

1.2. Description of Services/Introduction: Services shall include cleaning of exterior windows, interior surfaces of exterior windows, exterior surfaces of interior windows, glass doors, sidelights, entryway glass, frames, sills, and ledges. Contractors shall remove dirt, dust, water spots, streaks, bird droppings, wasp nests, cobwebs, and environmental debris. Contractors shall provide all required safety equipment and comply with all applicable OSHA, VA, and federal safety regulations.

1.3. Period of Performance:

Base Year: 8/31/2026 – 9/30/2027
Option Year 1: 8/31/2027 – 9/30/2028
Option Year 2: 8/31/2028 – 9/30/2029
Option Year 3: 8/31/2029 – 9/30/2030
Option Year 4: 8/31/2031 – 9/30/2031

1.4: Place of Performance:

Kerrville VA Medical Center
3600 Memorial Boulevard
Kerrville, TX 78028

2. BACKGROUND

2.1. The Kerrville VA Medical Center requires routine window washing services to maintain a clean, safe, and professional healthcare environment.

2.2. Window washing services are required for multiple buildings throughout the Kerrville VA Medical Center campus, including hospital, long-term care, engineering, educational, and support facilities.

2.3. Services shall be coordinated with the Contracting Officer Representative (COR) to minimize disruption to patient care and hospital operations.

3. CONTRACTOR QUALIFICATIONS

3.1. Contractor personnel performing high-access work shall be properly trained and certified where applicable.

3.2. Contractor shall comply with all VA infection control, safety, and security requirements while onsite.

3.3. Contractor employees shall always wear visible identification badges while on VA property.

3.4. Contractor shall provide all required personal protective equipment (PPE) for employees.

3.5. Contractor shall comply with all current and future VA directives applicable during the life of the contract.

4. TASK SPECIFICATIONS

4.1. Window Washing Services: Contractor shall provide complete window cleaning services for all designated buildings.

4.2. Service Locations: Services shall be performed at Buildings 1, 2, 11, 22, 29, 40, 41, and 96.

4.3. Frequency of Services:

A. Services shall be performed biannually/every six (6) months.

B. First cleaning cycle shall occur between July 1 and September 30.

C. Second cleaning cycle shall occur between January 1 and May 1.

4.4. Contractor shall coordinate all work schedules with the COR at least one to two weeks in advance.

4.5. Contractor shall ensure all work areas are properly barricaded, secured, and monitored while overhead work is being performed.

4.6. No after-hours or weekend work shall be performed without prior approval from the COR.

4.7. Windows to be serviced as follows:

BUILDING 1 & 40 Educational Building

WINDOW SIZES (sq ft)	QUANTITY	TOTAL SQ FT
2' x 5' (10 sq ft)	34 ea	340
3' x 3' (9 sq ft)	1 ea	9
4' x 6' (24 sq ft)	9 ea	216
6' x 6' (36 sq ft)	3 ea	108
6' x 8' (48 sq ft)	2 ea	96
6' x 12' (72 sq ft)	3 ea	216
		Total Windows: 985 sq ft
DOOR GLASS SIZES (sq ft)	QUANTITY	TOTAL SQ FT
6' x 6' (36 sq ft)	2 ea	72
20' x 8' (160 sq ft)	1 set	160
		Total: 232
SQ FT FOR BUILDING 2 WINDOW AND DOOR		TOTAL: 1217 Sq Ft

BUILDING 2 & 41 Records and Storage

WINDOW SIZES (sq ft)	QUANTITY	TOTAL SQ FT
6' X 6' (36 sq ft)	3 ea	108
5' X 6' (30 sq ft)	3 ea	90
4' x 6' (24 sq ft)	4 ea	96
2' x6' (12 sq ft)	26 ea	312
3' x 6' (18 sq ft)	1 ea	18
		Total Windows: 624 sq ft
DOOR GLASS SIZES (sq ft)	QUANTITY	TOTAL SQ FT
2' 10" x 3' (8.5 sq ft)	2 ea	17
5' x 6' (30 sq ft)	2 ea	60

2' x 6' (12 sq ft)	1 ea	12
7' x 10" (5.83 sq ft)	2 ea	11.67
2' x 10" (1.67 sq ft)	2 ea	3.34
2' x 3' 10" (7.67 sq ft)	1 ea	7.67
6" x 2' (1 sq ft)	1 ea	1
1' x 1' (1 sq ft)	1 ea	1
6" x 5' (2.5 sq ft)	1 ea	2.5
1' 8" x 7' (11.67 sq ft)	2 ea	23.34
1' 8" x 2' (3.34 sq ft)	2 ea	6.67
3' 10" x 2' (7.67 sq ft)	1 ea	7.67
2' 8" x 3' (8 sq ft)	2 ea	16
2' x 7' (14 sq ft)	1 ea	14
		Total Doors: 183.86 sq ft
SQ FT FOR BUILDING 2 WINDOW AND DOOR		TOTAL: 807.86 sq ft

BUILDING 22 Paint Shop

WINDOW SIZES (sq ft)	QUANTITY	TOTAL SQ FT
3' x 6' (36 sq ft)	8 ea	288
5' x 6' (30 sq ft)	4 ea	120
		Total: 408 sq ft
DOOR GLASS SIZES (sq ft)	QUANTITY	TOTAL SQ FT
6' x 6' (36 sq ft)	2 ea	72
		Total: 72 sq ft
SQ FT FOR BUILDING 22 WINDOW AND DOOR		TOTAL: 480 sq ft

BUILDING 29 Engineering Building

WINDOW SIZES (sq ft)	QUANTITY	TOTAL SQ FT
3' X 5' (30 sq ft X 8)	14 ea	3360
2' x 3' (6 sq ft X 8)	2 ea	96

6' x 8' (48 sq ft X 8)	12 ea	4608
		Total Windows: 8,064 sq ft
DOOR GLASS SIZES (sq ft)	QUANTITY	TOTAL SQ FT
6' x 6' (36 sq ft)	2 ea	72
2' X 3' (6 SQ FT)	2 EA	12
		Total Doors: 84 sq ft
SQ FT FOR BUILDING 29 WINDOW AND DOOR		TOTAL: 1205 sq ft

BUILDING 11 Main Hospital

WINDOW SIZES (sq ft)	QUANTITY	TOTAL SQ FT
3' X 5' (30 sq ft) (770 ea x2)	1540 ea	184,800
2' x 3' (6 sq ft) (33 ea x2)	66 ea	1584
3' x 4' (12 sq ft) (13 ea x2)	26 ea	312
		Total Windows: 186,696
DOOR GLASS SIZES (sq ft)	QUANTITY	TOTAL SQ FT
3' x 6' (18 sq ft)	11	198
6' x 6' (36 sq ft)	1	36
		Total Doors: 234
SQ FT FOR BUILDING 11 WINDOW AND DOOR		TOTAL: 186,930 sq ft

BUILDING 96 Long Term Care Building

WINDOW SIZES (sq ft)	QUANTITY	TOTAL SQ FT
Apartment Glass (44 sq ft)	40 ea	1760
14' x 1' (14 sq ft)	16 ea	224
18' x 1' (18 sq ft)	2 ea	36
3' x 5' (15 sq ft)	3 ea	45
6' x 18' (108 sq ft)	1 ea	108
6' x 8' (48 sq ft)	1 ea	48
3' x 5' Louvered (15 sq ft)	12 ea	180
1.5 x 1.5' (2.25 sq ft)	11 ea	24.75
1.5 x 3' (4.5 sq ft)	8 ea	36
1' x 3' (3 sq ft)	16 ea	48
2' x 5' (10 sq ft)	6 ea	60
22' x 5' (110 sq ft)	2 ea	220
12' x 5' (60 sq ft)	3 ea	180
97' x 5' (485 sq ft)	1 ea	485
62' x 5' (310 sq ft)	1 ea	310
24' x 3' (72 sq ft)	1 ea	72
		Total: 3836.75
DOOR GLASS SIZES (sq ft)	QUANTITY	TOTAL SQ FT
13' X 7' (91 SQ FT)	1 ea	91
17' x 7' (119 sq ft)	2 ea	238
6' x 6' (36 sq ft)	3 ea	108
		Total: 437
TOTAL SQ FT FOR BUILDING 11 WINDOW AND DOOR		4273.75

This count is approximate and the contractor shall count to make sure the numbers are correct. It is up to the contractor to decide what is needed to be cleaned, each window needed to be cleaned, and equipment to be used.

5. PERFORMANCE REQUIREMENTS

5.1. Contractor shall provide streak-free, residue-free, and visibly clean glass surfaces.

5.2. Contractor shall ensure no damage occurs to windows, frames, seals, or surrounding structures during cleaning activities.

5.3. Contractor shall utilize environmentally responsible and hospital-approved cleaning products.

5.4. Contractor shall comply with all OSHA regulations and applicable federal safety requirements.

5.5. Contractor shall adhere to VA infection control policies and procedures.

5.6. Contractor personnel shall maintain professional appearance and conduct while onsite.

6. SAFETY REQUIREMENTS

6.1. Ground areas beneath elevated work shall be roped off, barricaded, sectioned off, and monitored by Contractor personnel.

6.2. No unauthorized personnel shall be permitted within the designated work area during window cleaning operations.

6.3. Areas below elevated work shall be cleared of vehicles, equipment, patients, staff, and visitors as necessary to prevent injury or damage.

6.4. Contractor shall take all reasonable precautions necessary to protect people and property from injury or damage during performance of the contract.

6.5. The Contracting Officer may stop work for unsafe practices or noncompliance with safety requirements.

7. REPORTING AND DELIVERABLES

7.1. Contractor shall provide service reports following each cleaning cycle.

7.2. Reports shall include:

- Date of service
- Buildings serviced
- Areas cleaned
- Deficiencies identified
- Safety concerns or incidents
- Corrective actions taken

7.3. Contractor shall immediately notify the COR of any damage, safety hazards, or incidents discovered during performance of work.

7.4. Any deficiencies identified by the COR shall be corrected within 24 to 48 hours at no additional cost to the Government.

8. RECORDS MANAGEMENT

8.1. There will be no federal records created, maintained, used, or disposed of under this contract regardless of format or transmission method.

8.2. Contractor shall not retain, use, sell, or disseminate any information obtained during performance of this contract.

9. PHYSICAL SECURITY AND SAFETY REQUIREMENTS

9.1. Contractor personnel shall follow all VA policies, standard operating procedures, and applicable regulations while onsite.

9.2. Contractors must obtain and wear VA identification badges at all times while on VA property.

9.3. Possession of weapons on VA property is prohibited.

9.4. Smoking is prohibited except within designated smoking areas.

9.5. Contractor shall obtain all required work permits through the appropriate VA department.

10. INVOICES AND PAYMENTS

10.1. Payment shall be made following satisfactory performance and receipt of a properly prepared invoice.

10.2. Contractor invoices shall include:

- Invoice number and date
- Contract number
- Period of performance
- Description of services performed
- Amount billed

10.3. Contractor shall maintain active registration in the System for Award Management (SAM).

11. GOVERNMENT HOLIDAYS

11.1. The Government observes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

11.2. Additional holidays may be designated by Federal statute, Executive Order, or Presidential proclamation.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		2.00	JB		
	Bi-Annual Window Washing at the Kerrville VA Medical Center				
	Contract Period: Base POP Begin: 08-31-2026 POP End: 08-30-2027				
1001		2.00	JB		
	Bi-Annual Window Washing at the Kerrville VA Medical Center				
	Contract Period: Option 1 POP Begin: 08-31-2027 POP End: 08-30-2028				
2001		2.00	JB		
	Bi-Annual Window Washing at the Kerrville VA Medical Center				
	Contract Period: Option 2 POP Begin: 08-31-2028 POP End: 08-30-2029				
3001		2.00	JB		
	Bi-Annual Window Washing at the Kerrville VA Medical Center				
	Contract Period: Option 3 POP Begin: 08-31-2029 POP End: 08-30-2030				
4001		2.00	JB		
	Bi-Annual Window Washing at the Kerrville VA Medical Center				
	Contract Period: Option 4 POP Begin: 08-31-2030 POP End: 08-30-2031				
				GRAND TOTAL	

SECTION C - CONTRACT CLAUSES

C.1 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/far-overhaul>

<https://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2023
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025

52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
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
852.204-72	PERSONNEL VETTING AND CREDENTIALING (DEVIATION)	MAR 2026
852.219-73	VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES	NOV 2022
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

C.2 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.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 days.

(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 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.5 52.222-90 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.6 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

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

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

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

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

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab;
or

(4) Any entity of which Kaspersky Lab has a majority ownership.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part

of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

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

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

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

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

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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

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

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

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

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

(4) *Iran prohibitions.*

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

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

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

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

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

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

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

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

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

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

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

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

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report

the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

- (i) Contract number and order number, if applicable;
 - (ii) The specific prohibition the product or service is not complying with;
 - (iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
 - (v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
 - (vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
 - (vii) Whether alternative products or services are available that would comply with the prohibition;
 - (viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
 - (A) Brand;
 - (B) Model number, OEM number, manufacturer part number, or wholesaler number; and
 - (C) Item description, as applicable.
 - (ix) Any readily available information about mitigation actions implemented or recommended.
- (2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
- (i) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
 - (ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
 - (iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
- (3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph

(h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

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

(i) New FASCSA orders report.

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

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

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

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

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

(End of Provision)

C.7 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) *Supplies/products.*

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.8 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

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

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

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

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

(iii) ☐ *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, _____ 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 _____.

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Service Contract Wage Determination 2015 – 5293 Revision No. 32 Dated 5/13/2026

SECTION E - SOLICITATION PROVISIONS

E.1 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/far-overhaul>
<https://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	SEP 2023
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

E.2 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

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

SITE VISIT INFORMATION:

DATE AND TIME: Wednesday, July, 22, 2026 at 10:00am CT

LOCATION: Kerrville VA Medical Center

Building 29, 2nd Floor Conference Room

3600 Memorial Boulevard

Kerrville, TX 78028

POINT OF CONTACT: Timothy Wier | 930-896-2020

TECHNICAL QUESTIONS:

Questions shall be accepted by the Government in writing via email no later than **July 27, 2026, 1:00PM CT**. Please list “**Technical Questions – 36C257Q0686 – Window Washing Services**” in the subject line of the e-mail and send to Melanie Williams, Contract Specialist, at melanie.williams5@va.gov. Please include in your questions the section of the solicitation/page number that your question is referencing.

OFFER SUBMITTAL INSTRUCTIONS:

- 1) Offeror shall submit offers by Due Date/Time specified in Block 8 of the Standard Form (SF) 1449 of the solicitation via email to Melanie Williams at melanie.williams5@va.gov.
- 2) By signing the Standard Form (SF) 1449/Solicitation, Contractor attests that they have a complete understanding of all solicitation requirements. Additionally, Offerors shall submit a signed copy of each solicitation amendment, when applicable.
- 3) When applicable, offerors shall return a signed copy of each amendment to the solicitation.
- 4) In accordance with VAAR 819.7003 Eligibility. (DEVIATION)., all offerors shall be certified by the SBA as a Small Disabled Veteran Owned Small Business (SDVOSB).
- 5) Offeror must complete, sign, and return FAR Clause 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION) as a standalone document.
- 6) Offeror shall provide a Capability Statement, maximum 3 pages, which can validate Technical Capability. This document should include a description of technical approach, methodology, and technique to carry out the requirements in the Statement of Work (SOW).
- 7) Provide a list of key personnel.
- 8) Provide references for up to 3 contracts within the last 3 years of similar size and scope. This information shall include the contract number, agency, point of contact, phone number and email address.
- 9) Provide copies of applicable permits, licenses, and certifications in accordance with the SOW.
- 10) **Pricing:** Contractor shall submit flat rate pricing, per line item.

Period for acceptance of offers: The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

Items 1 through 10 of this section describe the minimum solicitation requirements (complete offer). Failure to submit a complete offer will result in removal from further consideration for award.

(End of Addendum)

E. 3 BASIS FOR AWARD

A. This is a competitive best value selection using Comparative Analysis evaluation procedures in accordance with Revolutionary FAR Overhaul (RFO) 12.203(c)(2) where:

1. Quotations will be compared to one another to determine which provides the best benefit to the Government.
2. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s).
3. Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that

exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation.

4. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements as listed within the SOW. Failure to meet a requirement or inability to perform or provide all services requested shall result in an offer being removed from further consideration.

5. Offerors must clearly identify any exception to the solicitation terms and conditions and provide a complete accompanying rationale.

B. Prior to conducting the evaluation, the Contracting Officer will review the quote to ensure a complete offer was received, as outlined within ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS. Failure to submit a complete offer in the manner listed will result in the removal from further consideration for award.

C. Evaluation of offers – The government will perform a comparative analysis of the services quoted. The Government will compare quotes to one another to select the service that best benefits the Government in fulfilling the requirement. The evaluation of Government requirements outlined in this Request for Quote will be as follows:

1. Technical Capability:

- i. Explanation of how contract management, communication and collaboration with the Government, documentation, and reporting, and overall technical approach will function to meet the requirements in SOW.

2. Past Performance:

- i. This factor considers the quality of the Offeror's past performance in carrying out relevant work. Emphasis will be on recent, relevant past performance. Recent is defined as work performed within the last three (3) years. Relevant is defined as work similar in size and scope of the work described in the Statement of Work.
 - i. The following information should be included:
 - Agency/Company name
 - Contract Dollar Value
 - Period of Performance
 - Name, Address, e-mail address, telephone & fax number of reference
- ii. Past performance information may also be obtained from other sources available to the Government to include, but not limited to, CPARS (Contractor Performance Assessment Reporting System) or other databases, interviews with Program Managers, and other Contracting Officers. Lack of past performance will not be considered a "negative."
- iii. Offerors with no Past Performance will not receive a Favorable nor Unfavorable evaluation.

3. Price:

- i. Price (s) will be evaluated for completeness and reasonableness.

- D.** Offerors are cautioned to submit sufficient information and, in the format specified in the Addendum to 52.212-1 Instruction to Offerors section. Offerors may be asked to clarify certain aspects of their quote (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to resolve minor or clerical errors will not constitute discussions and the contracting office reserves the right to award a contract without the opportunity for quote revision.
- E.** For the purposes of the award of this requirement, the Government intends to evaluate the Option to Extend Services 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 not for more than a total of six months during the life of the contract.
 - The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time the option is exercised.
 - 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 of all offers relative to each other will not affect the ranking of offers based on price, unless, after reviewing the offers, the Government determines that there is a basis for finding otherwise.
 - This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.
- F.** For the purposes of the award of this requirement, the Government intends to evaluate the Option to Extend the Term of the Contract under FAR 52.217-9 as follows:
- The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options shall not obligate the Government to exercise the option(s).

(End of Provision)

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

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

(End of Provision)

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

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

Hand-Carried Address:

Department of Veterans Affairs
VISN17 Network Contracting Activity
5441 Babcock Rd., Ste. 302
San Antonio, TX 78240

Mailing Address:

Department of Veterans Affairs
VISN17 Network Contracting Activity
7400 Merton Minter Blvd. (10N17/90C)
San Antonio, TX 78229

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

(End of Provision)

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

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

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

(End of Provision)

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

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

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

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