

RFQ 36C24526Q0819

This solicitation is for the purchase of Baltimore VAMC Washer/Decontamination. This shall be a Firm-Fixed Priced purchase order. The requirement will be at the following site:

VA Maryland Health Care System

Baltimore VA Medical Center (512)

10 North Greene Street

Baltimore, MD 21201

This solicitation closes on Monday, September 21, 2024, at 12:00 EDT. Late submissions will not be accepted.

This solicitation is unrestricted.

NAICS is 339112 and PSC is 6515.

All quoters shall submit a completed SF1449 to the email address in the Combined Synopsis Solicitation.

The Government will formulate its offer from the information submitted.

Quoters are allowed to submit more than one quote to the solicitation.

The Government is asking for a discount from your standard commercial price.

This solicitation is for brand or equal. I.A.W. FAR Companion, 11.204 Use brand name or equal purchase descriptions.

Brand Names: Belimed

The evaluation will be comparative evaluation I.A.W. FAR Companion, FC 12.201-1 to come up with the best benefit for the Government.

Fuel surcharges will not be accepted on quotes or on invoices at the time of billing. Fuel surcharges will make the quote non-compliant with the RFQ.

Please fill out sections:

Section A

Blocks: 11,12, and 17a: Company name, address, Code (cage code), Facility code (DUN's #), Phone, and UEI.

Section B

B.1 CONTRACT ADMINISTRATION DATA (Name of company, POC, Email, Phone number)

B.4 PRICE/COST SCHEDULE- ITEM INFORMATION

B.5 DELIVERY SCHEDULE- how long for delivery (i.e., Date, days, or ARO)

This solicitation has incorporated clause 52.247-34 F.O.B. Destination. Only quotes that are submitted FOB Destination will be considered; accordingly, any quote submitted FOB Origin or FOB Destination Prepaid and Ship will be considered noncompliant, and the vendor will be disqualified.

The Government reserves the right to one-on-one discussions with quoters to clarify any information given.

The Government reserves all rights to award all or none.

This RFQ is for a single award.

The Government reserves the right to exchanges/ discussions with Best-Suited Contractor

Once the Government determines the contractor that is best-suited (i.e., the apparent successful contractor), the Government reserves the right to communicate with only that contractor to address and remaining issues, if necessary, and finalize a task order with that contractor. These issues may include technical and price.

The submission of the excel sheet- RFQ Line Item Worksheet 36C24526Q0819 is mandatory for this RFQ. Failure to supply the completed sheet is cause for being non-compliant with the solicitation

The contracting officer has determined that this solicitation is exempt from the Service Contract Act. This exemption is based on the fact that the services required are covered by standard established commercial market prices. This solicitation includes Clause 52.222-53, titled "Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements" (Nov 2025) (Deviation), as well as Provision 52.222-52, titled "Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification" (Nov 2025) (Deviation). Responders must fill out the certification provision and return it with their response to the solicitation. Any responder who does not agree with or mark the provision in the affirmative will be considered non-compliant and will be removed from consideration for award.

*****IMPORTANT*****

If the quoter is a distributor and not the manufacturer, a letter of distribution/ authorization from manufacturer is required for all quoters; accordingly, a failure to supply distribution/ authorization letter the quoter will be considered noncompliant, and the vendor will be disqualified.

*****IMPORTANT*****

The quoter must submit their estimated time from award to completion of total requirement in days; accordingly, all quotes submitted must be 12 months or under to complete.

A commercial subcontracting plan is required to be filed in Sam.gov within 20 business days of award of delivery order. When the plan is filed in SAM.gov the contractor is required to email the contracting officer at joseph.krupa@va.gov that the commercial plan has been filed. This is for Large Business only.

Failure to file a commercial subcontracting plan within the 20 business days will be ground for termination for cause.

These are Network Contracting Office 5's (NCO 5) subcontracting goals for FY 26:

	Subcontract Small Business Goals	Subcontract Veteran- Owned Small Business Goal	Subcontract Small Disadvantage d Business Goal	Subcontract Service- Disabled Veteran- Owned Small Business Goal	Subcontract Women Owned Small Business Goal	Subcontract HUBZone Small Business Goal
VETERANS AFFAIRS, DEPARTMEN T OF (3600)	17.5%	7.00%	5.00%	5.00%	5.00%	3.00%

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES				1. REQUISITION NO. 512-26-3-198-0214		PAGE 1 OF 66	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C24526Q0819	
						6. SOLICITATION ISSUE DATE 9-14-2026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Joseph J. Krupa				b. TELEPHONE NO. (No Collect Calls) (304) 263-0811 Ext. 7618	
						8. OFFER DUE DATE/LOCAL TIME 09-21-2026 12:00pm EDT	
9. ISSUED BY Department of Veterans Affairs VAMC (613) VISN 5 Contract Satellite Office 510 Butler Avenue, Building 306A Martinsburg WV 25405 Joseph.krupa@va.gov				CODE 19ACQ		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A) NAICS: 339112 SIZE STANDARD: 1000 Employees	
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 ☒ RFQ ☐ IFB ☐ RFP	
15. DELIVER TO VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore MD 21201		CODE 36C512		16. ADMINISTERED BY Department of Veterans Affairs VAMC (613) VISN 5 Contract Satellite Office 510 Butler Avenue, Building 308B Martinsburg WV 25405		CODE 36C245	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY PAYMENT WILL BE MADE BY FSC e-Invoice Payment Invoice must be submitted electronically http://www.fsc.va.gov/einvoice.asp http://www.fsc.va.gov/einvoice.asp PHONE: 1-877-489-6135 FAX: 	
TELEPHONE NO.		UEI:		EFT:			
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				☐ 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		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		This solicitation is for the purchase of Baltimore VAMC for Washer/Decontamination. This shall be a Firm-Fixed purchase order. FSC e-Invoice Payment Invoice must be submitted electronically. http://www.fsc.va.gov/einvoice.asp Invoice Setup Information 1-877-489-6135 POC: Joseph J. Krupa, Joseph.krupa@va.gov Fuel surcharges will not be accepted in quotes or in invoices at the time of billing. Fuel surcharges will make the quote non-compliant with the RFQ.					
		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 512-3660160-198-828100-3151 SPR0S00A1				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 <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				☐ 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) Joseph J Krupa, Contracting Officer VA-VHA-RPOE-2022-222764		31c. DATE SIGNED	

Table of Contents

RFQ 36C24526Q0819.....	1
SECTION A	4
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES.....	4
SECTION B - CONTINUATION OF SF 1449 BLOCKS	7
B.1 CONTRACT ADMINISTRATION DATA.....	7
B.2 STATEMENT OF WORK (SOW).....	8
B.3 SALIENT CHARACTERISTICS.....	13
B.4 PRICE/COST SCHEDULE	15
ITEM INFORMATION	15
B.5 DELIVERY SCHEDULE	23
SECTION C - CONTRACT CLAUSES	33
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION).....	33
C.2 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (NOV 2025) (DEVIATION).....	38
C.3 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)	40
C.4 52.223-23 SUSTAINABLE PRODUCTS (NOV 2025) (DEVIATION)	40
C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS	41
C.6 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION).....	42
C.7 VAAR 852.247-73 PACKING FOR DOMESTIC SHIPMENT (OCT 2018)	51
C.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	51
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	54
SECTION E - SOLICITATION PROVISIONS.....	55
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)	55
E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)	56
E.3 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION).....	58
E.4 52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—CERTIFICATION (NOV 2025) (DEVIATION).....	58
E.5 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)	59
E.6 52.233-2 SERVICE OF PROTEST (SEP 2006).....	60
E.7 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)	60
E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018).....	64
E.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	65

E.10 ADDENDUM to 52.212-2 EVALUATION—COMMERCIAL PRODUCTS	65
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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C245 Joseph J. Krupa

Department of Veterans Affairs

VAMC (613)

VISN 5 Contract Satellite Office

510 Butler Avenue, Building 306A

Martinsburg WV 25405

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

☒ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Upon receiving and acceptance of goods/ services and invoice

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.

Invoice must be submitted electronically.

<http://www.fsc.va.gov/einvoice.asp>

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

AMENDMENT NO	DATE

B.2 STATEMENT OF WORK (SOW)

Statement of Work

SPS Washer-Disinfectors and Cart Washer Replacement with Extended Installation

VA Maryland Health Care System

Baltimore, MD

PURPOSE:

The overall purpose of this requirement is to procure one (1) cart washer and two (2) washer-disinfectors to be deployed in the Sterile Processing Service (SPS) at the VA Maryland Health Care System (VAMHCS), Baltimore, MD location. The requirement will account for the procurement of one cart washer and two washer-disinfectors, the necessary accessories, training, extended installation, and system validation.

SCOPE:

The contractor shall deliver and install the systems with all specified salient characteristics. Only new equipment will be accepted. The contractor shall provide shipping, transport, installation, and all equipment necessary to meet the requirements and capabilities listed within the scope.

The contractor shall deliver the cart washer and washer-disinfectors to the rooms of choice at the Baltimore VA medical center. The assembly and validation of the system

must be performed by a representative who has been service trained by the Original Equipment Manufacturer (OEM). The contractor is responsible for identifying any missing parts or components not included in the order for the specified equipment to be successfully installed and validated to their full potential. The contractor shall include accessories and consumables that have been detailed on the provided quotes.

SALIENT CHARACTERISTICS

Instrument washers, automation & dedicated rack return must have:
• Operating panel with minimum 10 inch touchscreen on the loading and unloading side • Water usage, per load, shall be automatically varied by the washer in response to the size of the load using a frequency-controlled wash pump • Integrated data storage for over 1,000 wash cycles • External dimension of washers must be equal to or cannot exceed 72.5" H x 35.5" W x 37.0" L • Must have minimum net usable chamber dimensions of 24.75" W x 27"H x 31.5"D • A thermal disinfection A0 level of at least 3000 and need to be shown on the user interface display at the end of the disinfection rinse cycle; in order to maximize safe instrument handling by the SPS staff. • Actual A0 value shall be displayed on the washer user interface area • Service access shall be through easily opened panel(s) on the front of the machine • Automation infeed conveyor on the dirty side must be powered and cannot exceed a width of 29" • Automation outfeed conveyor on the clean side must be powered and cannot exceed a width of 29" • Dedicated washer rack return must contain a powered window return between clean and decontamination areas • Power window must be able to fit into 30.75" wall opening

- Must include a large backlit cycle status indicator, separate from the main control display, located on both sides of the washer (decontamination and clean sides)
- Unit must use low pressure (low impingement)/ high volume wash technology
- Two (2) flowmeters should be included to ensure proper dosing of chemicals
- Wash/rinse water should be dumped after each step in the wash/decontamination process to prevent infection control issues
- Washer must have optional networking capability for the purpose of logging of cycle information into instrument tracking software
- Unit must have fifteen (15) DIN tray capacity with wash arms, spraying both up and down, between each level.
- Unit must be able to fit three (3) full-sized trays with wash arms, spraying both up and down, between each level.
- Unit must be vented and include a built-in air exhaust damper.
- Must utilize a direct exhaust connection with a pressure not to exceed 250 CFM.
- Washer must contain a 3 HP (2200 watt) stainless steel circulation pump
- Washer must include two sensors that provide a cross check that proper water temperatures are met so if the readings deviate beyond a set tolerance a message will be displayed.
- 1 washer will be required to operate on 3-phase 480V and 1 will be required to operate on 3-phase 208V.

Cart washer must have:

- A full cycle including wash, rinse and complete dry in 8 minutes
- Water usage of 8 gallons or less per cycle
- Dual steam to air heat exchangers for fast, complete drying
- Must have usable chamber dimensions of 79 H x 39 W x 116 D
- Must have outer dimensions of 114 H x 120 W x 151 D
- External surfaces, top and sides, must be insulated
- Chamber must have a pitched angle ceiling to direct water to the sides of the chamber and minimize dripping on the washed goods
- Perforated, four section, hinged, stainless steel floor allowing for faster draining and access to the pan below
- Inward opening pivoting double walled thermo-glass doors to prevent water from dripping outside the chamber

- Large, bright status indicator easily visible from across the room on both load and unload sides

EXTENDED INSTALLATION

The contractor will perform installation in two phases, 2 washers and 1 cart washer to ensure SPS operations can continue during the equipment installation. Contractor will provide ICRA Plans and will install all necessary ICRA barriers per VAMHCS Infection control guidance and VHA requirements. Contractor will be responsible for shutting off and disconnecting all utilities and de-installing existing washers and cart washer and disposing of the removed equipment. The contractor will be responsible for all labor and materials to relocate plumbing connections as necessary to connect to new equipment. Contractor will use existing drains and will cap off any unused lines. Contractor will be responsible for providing all labor and materials necessary for reconnecting the DI/RO water, hot and cold water and compressed air to all equipment. Contractor will provide and install sample ports for critical water (DI/RO water) testing. Contractor will provide necessary labor and material to disconnect and reconnect power to the 2 washers and 1 cart washer. Contractor will be responsible for providing labor and materials to ensure the flooring is level to equipment manufacture specifications. Contractor will match existing epoxy floor. Contractor will be responsible for patching and painting where needed.

DELIVERY

The contractor shall deliver equipment and any necessary accessories to the Baltimore VA Warehouse as required in the quantities specified. Any delivery must be coordinated with the COR prior to shipping. The contract must give the COR a minimum of 3 weeks' notice prior to shipping. Delivered materials will arrive in manufacturer's original sealed containers with the associated purchase order number listed on the outside of the box.

The contractor shall remove all related shipping debris and packing from the VAMHCS facilities. Delivery address will be:

Baltimore VA Medical Center

10 North Greene St.

Baltimore, MD 21201

SITE CONDITIONS

There shall be no smoking on hospital property at any time. Contractor personnel on-site may be required to wear masks to protect against the spread of COVID-19 at any time in accordance with local health guidelines. Due to the sensitive location of the equipment install, personnel on-site may be required to don and doff disposable protective clothing upon entering and exiting the space.

INSPECTION AND ACCEPTANCE

The contractor shall conduct a joint inspection with the COR upon delivery of equipment. The contractor shall provide the VA COR a list of missing and/or damaged items found upon inspection and have those items replaced at no cost to the Government. The COR shall ensure all work is completed satisfactorily prior to acceptance. Disputes shall be resolved by the VA Contracting Officer.

OPERATOR TRAINING

Onsite education and training by a vendor service trained representative will be provided to VAMHCS clinical staff, Facilities and Engineering staff, and the Biomedical Engineering staff. The scheduling of operator training shall be coordinated with the COR after delivery and installation.

PROTECTION OF PROPERTY

The contractor shall protect all items from damage. The contractor shall take precaution against damage to the building(s), grounds and furnishings. The contractor shall repair or replace any items related to building(s) or grounds damaged accidentally or on purpose due to actions by the Contractor.

SECURITY REQUIREMENTS

The contractor must have a photo ID available when performing work at the VA Medical Center and be willing to present it to VA staff. The contractor is responsible for providing any personal protective equipment (PPE) that is deemed necessary to complete tasks stated in this requirement. The contractor must follow the VA Maryland Health Care Systems current COVID-19 guidance for entry to any medical center or Community Based Outpatient Clinic (CBOC).

WARRANTY

At a minimum the cart washer and washer-disinfectors and accessories must include a 1-year warranty on all parts and labor at no cost to the Government. Additional years are highly recommended as added value to the government. The warranty shall begin upon completion of validation testing. Warranty shall include onsite repairs and over the phone support. Contractor shall provide routine maintenance service program during warranty period. All repairs shall be performed by a vendor or contractor which has been certified by the vendor to perform the repairs. The warranty shall include all travel and shipping costs associated with any warranty repair.

B.3 SALIENT CHARACTERISTICS

Instrument washers, automation & dedicated rack return must have:
• Operating panel with minimum 10 inch touchscreen on the loading and unloading side • Water usage, per load, shall be automatically varied by the washer in response to the size of the load using a frequency-controlled wash pump

- Integrated data storage for over 1,000 wash cycles
- External dimension of washers must be equal to or cannot exceed 72.5" H x 35.5" W x 37.0" L
- Must have minimum net usable chamber dimensions of 24.75" W x 27"H x 31.5"D
- A thermal disinfection A0 level of at least 3000 and need to be shown on the user interface display at the end of the disinfection rinse cycle; in order to maximize safe instrument handling by the SPS staff.
- Actual A0 value shall be displayed on the washer user interface area
- Service access shall be through easily opened panel(s) on the front of the machine
- Automation infeed conveyor on the dirty side must be powered and cannot exceed a width of 29"
- Automation outfeed conveyor on the clean side must be powered and cannot exceed a width of 29"
- Dedicated washer rack return must contain a powered window return between clean and decon areas
- Power window must be able to fit into 30.75" wall opening
- Must include a large backlit cycle status indicator, separate from the main control display, located on both sides of the washer (decon and clean sides)
- Unit must use low pressure (low impingement)/ high volume wash technology
- Two (2) flowmeters should be included to ensure proper dosing of chemicals
- Wash/rinse water should be dumped after each step in the wash/decontamination process to prevent infection control issues
- Washer must have optional networking capability for the purpose of logging of cycle information into instrument tracking software
- Unit must have fifteen (15) DIN tray capacity with wash arms, spraying both up and down, between each level.
- Unit must be able to fit three (3) full-sized trays with wash arms, spraying both up and down, between each level.
- Unit must be vented and include a built-in air exhaust damper.
- Must utilize a direct exhaust connection with a pressure not to exceed 250 CFM.
- Washer must contain a 3 HP (2200 watt) stainless steel circulation pump
- Washer must include two sensors that provide a cross check that proper water

temperatures are met so if the readings deviate beyond a set tolerance a message will be displayed.

Cart washer must have:

- A full cycle including wash, rinse and complete dry in 8 minutes
- Water usage of 8 gallons or less per cycle
- Dual steam to air heat exchangers for fast, complete drying
- Must have usable chamber dimensions of 79 H x 39 W x 116 D
- Must have outer dimensions of 114 H x 120 W x 151 D
- External surfaces, top and sides, must be insulated
- Chamber must have a pitched angle ceiling to direct water to the sides of the chamber and minimize dripping on the washed goods
- Perforated, four section, hinged, stainless steel floor allowing for faster draining and access to the pan below
- Inward opening pivoting double walled thermo-glass doors to prevent water from dripping outside the chamber
- Large, bright status indicator easily visible from across the room on both load and unload sides

B.4 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1003138,1003155,1003146,1003147,1003151,1003168 WASHER DISINFECTOR PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1003168	2.00	EA		
0002	Rack Instruments 3 level PRINCIPAL NAICS CODE: 339112 - Surgical and Medical	4.00	EA		

Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 647456			
0003	6.00	EA	_____
Transport cart WD 290/390 PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 549156			
0004	3.00	EA	_____
Detergent holder, wall mou PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 109-8261			
0005	2.00	EA	_____
Install Kit PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1021257			
0006	2.00	EA	_____
Probe Kit, Chemical Starte PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: KIT-062			
0007	2.00	EA	_____
Validation Kit, Chemistry, PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing			

PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1072169			
0008	2.00	EA	_____
SISO Automation RH control PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: SISO290-11			
0009	1.00	EA	_____
Conveyor RT-C2-G-C2 left o PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 551428			
0010	1.00	EA	_____
Gate, Install kit PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: KIT-084			
0011	1.00	EA	_____
B-US INS-GATE PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1063243			
0012	7.00	EA	_____
B-US INS-AUTOMATION PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical			

Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1052395			
0013	1.00	EA	_____
B-US-INS-WD PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1050860			
0014	1.00	EA	_____
B-US INS-MIS PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1063639			
0015	1.00	EA	_____
CleanStation CS 750 (UL: C PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 162421			
0016	1.00	EA	_____
Elec. Cab Base Pedestal in PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1040899			
0017	1.00	EA	_____
Extension Kit for Tank PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies			

LOCAL STOCK NUMBER: 1063636			
0018	1.00	EA	_____
B-US ECS-CW PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1063302			
0019	1.00	EA	_____
Spill Containment, 5 Gal, PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1003218			
0020	1.00	EA	_____
Kit,Installation CS750 PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: IKCS750			
0021	1.00	EA	_____
Probe Kit, Chemical Starte PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: KIT-063			
0022	1.00	EA	_____
Validation Kit, Chemistry, PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies			

LOCAL STOCK NUMBER: 1072170			
0023	1.00	EA	_____
B-US INS-CS750 PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1063237			
0024	1.00	EA	_____
SmartHub Connect PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1053465			
0025	1.00	EA	_____
SmartHub Site PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1053485			
0026	1.00	EA	_____
SmartHub Dashboard PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1053480			
0027	4.00	EA	_____
SmartHub Machine Connectio PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies			

LOCAL STOCK NUMBER: 1053481			
0028	1.00	EA	_____
Installation Smart Hub 2.0 PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1058182			
0029	4.00	EA	_____
Connectivity Services, Add PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1063676			
0030	1.00	EA	_____
B-US RMV-INT-DIS PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1050861			
0031	3.00	EA	_____
B-US RMV-CNV PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1063290			
0032	3.00	EA	_____
B-US RMV-DIS PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies			

LOCAL STOCK NUMBER: 106-3293			
0033	3.00	EA	_____
B-US RMV-WD PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1063301			
0034	3.00	EA	_____
B-US RMV-DIS PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1063293			
0035	1.00	EA	_____
B-US-RMV-DIS-CW PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1063294			
0036	3.00	EA	_____
B-US INS-STAGED PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1063272			
0037	1.00	EA	_____
B-US INS-FORKLIFT-FEE PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies			

LOCAL STOCK NUMBER: 1050863			
0038	2.00	EA	_____
B-US INS EXT Hours Small PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1106177			
0039	1.00	EA	_____
B-US INS EXT Hours Medium PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1106178			
0040	2.00	EA	_____
B-US INS EXT Hours Large PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1106179			
0041	1.00	EA	_____
B-US RMV-CW PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: 1063392			
GRAND TOTAL			_____

B.5 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
0001	SHIP TO: VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	2.00	
	FOB: DESTINATION		
0002	SHIP TO: VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	4.00	
	FOB: DESTINATION		
0003	SHIP TO: VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	6.00	
	FOB: DESTINATION		
0004	SHIP TO: VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	3.00	
	FOB: DESTINATION		
0005	SHIP TO: VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201	2.00	

		USA	
		FOB: DESTINATION	
0006	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	2.00
		FOB: DESTINATION	
0007	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	2.00
		FOB: DESTINATION	
0008	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	2.00
		FOB: DESTINATION	
0009	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
		FOB: DESTINATION	
0010	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201	1.00

		USA	
		FOB: DESTINATION	
0011	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
		FOB: DESTINATION	
0012	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	7.00
		FOB: DESTINATION	
0013	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
		FOB: DESTINATION	
0014	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
		FOB: DESTINATION	
0015	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201	1.00

		USA	
		FOB: DESTINATION	
0016	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
		FOB: DESTINATION	
0017	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
		FOB: DESTINATION	
0018	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
		FOB: DESTINATION	
0019	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
		FOB: DESTINATION	
0020	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201	1.00

		USA	
	FOB: DESTINATION		
0021	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
	FOB: DESTINATION		
0022	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
	FOB: DESTINATION		
0023	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
	FOB: DESTINATION		
0024	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
	FOB: DESTINATION		
0025	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201	1.00

		USA	
	FOB: DESTINATION		
0026	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
	FOB: DESTINATION		
0027	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	4.00
	FOB: DESTINATION		
0028	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
	FOB: DESTINATION		
0029	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	4.00
	FOB: DESTINATION		
0030	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201	1.00

		USA	
		FOB: DESTINATION	
0031	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	3.00
		FOB: DESTINATION	
0032	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	3.00
		FOB: DESTINATION	
0033	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	3.00
		FOB: DESTINATION	
0034	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	3.00
		FOB: DESTINATION	
0035	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201	1.00

		USA	
	FOB:	DESTINATION	
0036	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	3.00
	FOB:	DESTINATION	
0037	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
	FOB:	DESTINATION	
0038	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	2.00
	FOB:	DESTINATION	
0039	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
	FOB:	DESTINATION	
0040	SHIP TO:	VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201	2.00

	USA	
	FOB: DESTINATION	
0041	SHIP TO: VA Maryland Health Care System Baltimore VA Medical Center (512) 10 North Greene Street, Baltimore, MD 21201 USA	1.00
	FOB: DESTINATION	

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:

(End of Addendum to 52.212-4)

C.2 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (NOV 2025) (DEVIATION)

(a) During the term of this contract, the Contractor must post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice must be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor must also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3)

of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor must comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor must not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor must take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

C.3 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.4 52.223-23 SUSTAINABLE PRODUCTS (NOV 2025) (DEVIATION)

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

Sustainable products means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (<https://www.energy.gov/femp/search-energy-efficient-products>, <https://www.energystar.gov/products?s=mega>, and <https://www.energy.gov/femp/low-standby-power-product-list>).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (<https://www.biopreferred.gov/>)

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 76711) (40 CFR part 82, subpart G) (<https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables>).

(b) Requirements. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2)Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(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 52.240-91 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 852.247-73 PACKING FOR DOMESTIC SHIPMENT (OCT 2018)

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with regulations of carriers as applicable to the mode of transportation.

(End of Clause)

C.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

FAR
Number

Title

Date

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
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION)	NOV 2025
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (DEVIATION)	NOV 2025
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	MAR 2026
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—REQUIREMENTS (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
52.225-1	BUY AMERICAN—SUPPLIES (DEVIATION)	NOV 2025
52.225-5	TRADE AGREEMENTS	NOV 2023
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
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-36	PAYMENT BY THIRD PARTY (DEVIATION)	NOV 2025
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
52.247-34	F.O.B. DESTINATION	NOV 1991
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017

852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.211-70	EQUIPMENT OPERATION AND MAINTENANCE MANUALS	NOV 2018
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN- OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.219-70	VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (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
852.246-71	REJECTED GOODS	OCT 2018

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

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 PRODUCTS AND COMMERCIAL SERVICES

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

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

(End of Addendum to 52.212-1)

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of Provision)

E.3 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.4 52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—CERTIFICATION (NOV 2025) (DEVIATION)

(a) The offeror must check the following certification:

Certification

The offeror ☐ does ☐ does not certify that—

(1) 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;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) 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

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1002-1(f)(3) that the Service Contract Labor Standards statute-

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror must notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

E.5 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)

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

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

Other End Products

Line item No.	Country of origin

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. 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 those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

E.6 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

VAMC (613)
 Chief, Contracting (19ACQ)
 510 Butler Ave, Building 308B
 Martinsburg WV 25405
 Mailing Address:

Department of Veterans Affairs

VAMC (613)
 Chief, Contracting (19ACQ)
 Chief, Contracting (19ACQ)
 Martinsburg WV 25405

(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.7 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures.*

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

(2) *FASCSA Orders.*

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

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

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

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

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

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

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

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

(f) *Iran Representation and Certifications.*

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

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

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

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

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

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

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

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

(g) *Disclosure.*

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

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

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

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

(End of Provision)

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

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

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

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

E.9 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)

<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
52.214-21	DESCRIPTIVE LITERATURE	APR 2002
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

E.10 ADDENDUM to 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

(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) Technical capability

(2) Price

(3) Past performance

(c) Evaluation Approach. The Government will evaluate quotations using the comparative evaluation process outlined in FAR Companion, FC 12.201-1, 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, but 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) Technical capability: 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.

(2) Price: The Government will evaluate the price by adding the total of all line item prices, inclusive of option periods.

(3) Past Performance: The past performance evaluation will assess the relative risks associated with a quoter's likelihood of success in fulfilling the solicitation's requirements as indicated by the quoter's record of 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 surveys, and past performance questionnaire replies; Contractor Performance Assessment Reporting System (CPARS) at <http://www.cpars.gov/>; or any other reasonable basis.