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

1. REQUISITION NO.	PAGE 1 OF 110

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C25726Q0676	06-18-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Jennifer Stringer	254-421-3957	07-21-2026 10:00 CDT

9. ISSUED BY CODE 36C257

Department of Veterans Affairs
Network Contracting Office (NCO) 17
Central Texas Veterans HCS
1901 Veterans Memorial Dr.
Temple TX 76504

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [X] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 621610

SIZE STANDARD: $19 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
[ ] SEE SCHEDULE	NET 30 DAYS	[ ]	N/A	[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE 36C549

Department of Veterans Affairs
North Texas Veterans HCS
Prosthetics Services
4500 S Lancaster RD
Dallas TX 76216

16. ADMINISTERED BY CODE 36C257

Department of Veterans Affairs
Network Contracting Office (NCO) 17
Central Texas Veterans HCS
1901 Veterans Memorial Dr.
Temple TX 76504

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

TELEPHONE NO. UEI: EFT:

18a. PAYMENT WILL BE MADE BY CODE

This is accomplished through the
Tungsten Network located at:
http://www.fsc.va.gov/einvoice.asp
This is mandatory and the sole method
for submitting invoices.

PHONE: (877) 353-9791 FAX: (512) 460-5540

[ ] 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. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	North Texas DME (Durable Medical Equipment) Services Contractor shall provide Durable Medical Equipment Services in accordance with the Performance Work Statement (PWS). Period of Performance: Base Year: 9/1/2026-8/31/2027 Option 1: 9/1/2027-8/31/2028 Option 2: 9/1/2028-8/31/2029 Option 3: 9/1/2029-8/31/2030 Option 4: 9/1/2030-8/31/2031 Technical Questions are due No Later Than 7/06/2026 at 1:00 PM CST via email only to jennifer.stringer@va.gov. Quotes are due via email only to jennifer.stringer@va.gov No Later Than 7/21/2026 at 10:00 AM CST. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
		Jennifer Stringer Contracting Officer	

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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 36C257

Department of Veterans Affairs

Network Contracting Office (NCO) 17

Central Texas Veterans HCS

1901 Veterans Memorial Dr.

Temple TX 76504

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

[X] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly

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

www.fsc.va.gov/einvoice.asp

http://www.tungsten-network.com/US/en/veterans-affairs/

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

AMENDMENT NO	DATE

B.2 PERFORMANCE WORK STATMENT

PERFORMANCE WORK STATEMENT

STORAGE, DELIVERY, SETUP/ INSTALLATION, AND TRAINING OF DURABLE MEDICAL EQUIPMENT (DME)

1. GENERAL INFORMATION

1.1 Contract is for a base year and four option years from date of award for the North Texas VA Health Care System (NTXVHCS), as defined in this Performance Work Statement.

1.2. For each service request, VA will issue a purchase order to the Contractor. Orders may be issued by secure electronic means, and all services are subject to the terms and conditions of the resulting contract.

1.3. Title of Project: Durable Medical Equipment (DME) Services for the North Texas VA Health Care System (NTXVHCS).

1.4. Scope of Work: The Department of Veterans Affairs, North Texas VA Health Care System, has an ongoing requirement for the receipt of VA-owned equipment, delivery, setup/installation, pickup, storage, recovery, cleaning, disinfecting, disposal, minor repairs, patient and caregiver education, home safety assessments, inventory control, and preventive maintenance of durable medical equipment for eligible beneficiaries throughout the NTX service area.

1.5. This requirement is for DME services only. It does not include, and shall not be construed to include, the purchase of DME equipment by the Contractor from vendors on behalf of VA. When equipment must be acquired, VA will furnish VA-owned equipment, Government-furnished property, or obtain the item through separate procurement.

1.6. The total contract ceiling for this requirement is $6,500,000.00. The estimated total patient population supported under this requirement is 11,000 patients and is subject to change

1.7 The Contractor agrees in accordance with the terms and conditions stated herein, to furnish for the Department of Veterans Affairs, hereinafter called North Texas VA Healthcare System (NTXVAHCS), the services specified and at the prices specified in the Schedule of Supplies/Services and Prices/Costs of this contract.

1.8 The services specified in the Description/Specifications/Work Statement may only be changed by written modification to this contract. The modification shall be prepared by the NTXVAHCS Contracting Officer and shall be signed by both parties.

1.9 The services shall be provided to VA beneficiaries' homes or to the NTXVAHCS in accordance with terms and conditions of this contract.

1.10 All services shall be in strict adherence and comply with current standards for home care set forth by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or other recognized, accredited healthcare organization.

1.11 Sensitive information such as the veteran's name, address, phone number, and secondary points of contact will be strictly used to fulfill the VA request for delivery/setup/repairs. All documents pertaining to this solicitation will be secured in a locked file cabinet. At the end of the contract period, all VA records will be returned to the VA and properly dispositioned.

1.12 Services shall include:

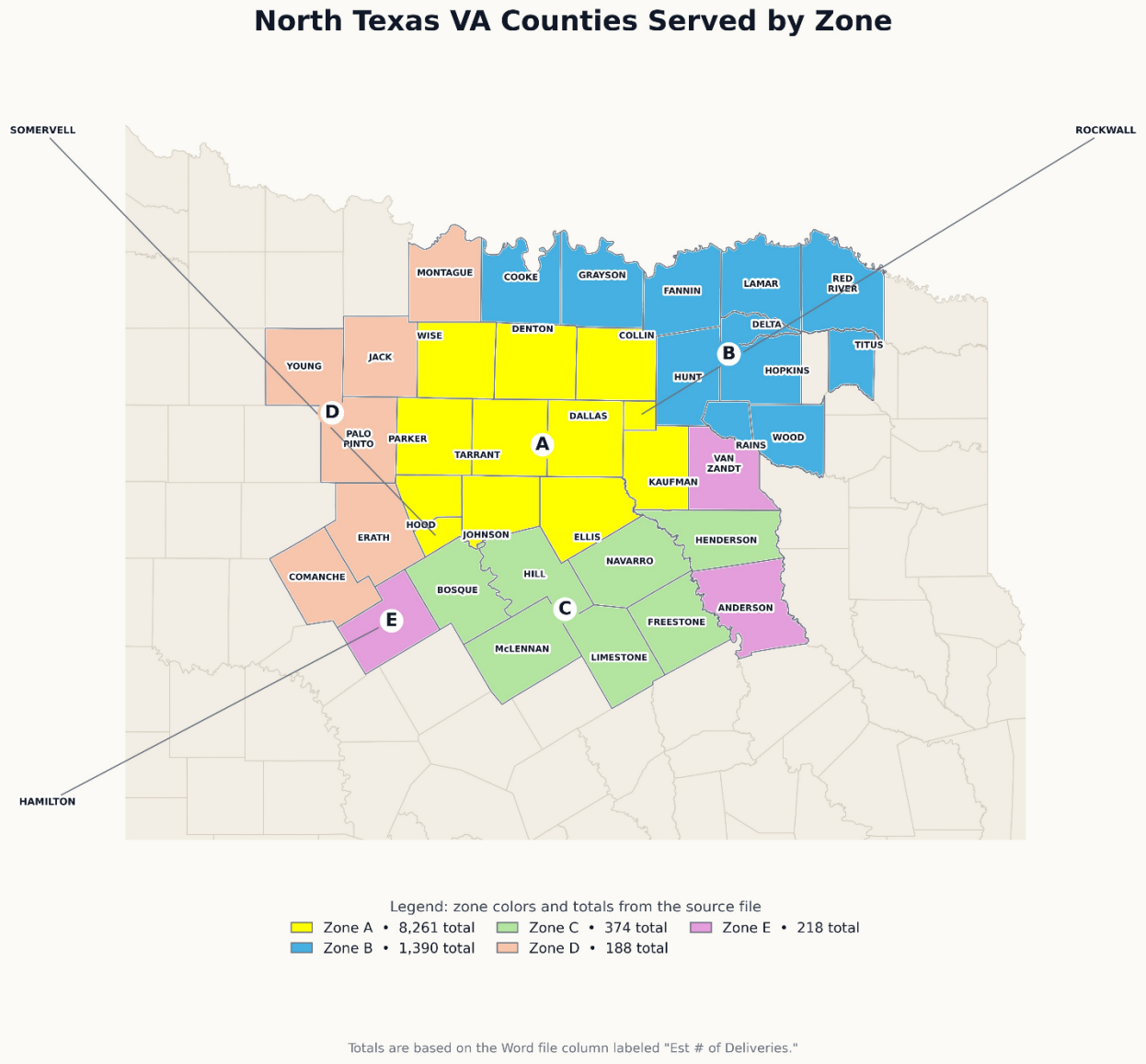
1. Initial delivery and set-up of equipment
2. Pick-up and storage of equipment
3. Cleaning and servicing of equipment
4. Repair of equipment (upon prior approval)
5. Site assessments
6. Supply consumable parts and supplies
7. Instruct beneficiary and/or caregiver on the care and use of equipment
8. Basic home safety evaluation
9. Complete equipment inventory and monthly activity report
10. Routine and preventive maintenance on specific equipment
11. Tracking system for equipment requiring preventive maintenance
12. Incident reporting
13. Plan of care/service

2. PRICING TABLE AND PRIMARY SERVICE/DELIVERY AREA

2.1 The primary service area of the North Texas VA Health Care System (NTXVHCS) for delivery terms of this contract includes the counties listed below.

2.2 PRICING TABLE

ZONE	**EST. PATIENTS**	**RATE**	**TOTAL**
ZONE A	8,261		
ZONE B	1,390		
ZONE C	374		
ZONE D	188		
ZONE E	218		
TOTAL	10,431		



2.3 The NTX requirement ceiling is $6,500,000.00 for total contract value, include base and all options.

2.4 The NTX requirement is for DME services only and does not include purchasing equipment from vendors.

2.5 Estimated patient counts below are based on current delivery data for DME in the NTX area. Amount is subject to change. **Current total patients = 10,431**. The estimated number of patients is 11,000.

ZONE A:	**PATIENT #s**
1. COLLIN	937
2. DALLAS	2,761
3. DENTON	758
4. ELLIS	611
5. HOOD	116
6. JOHNSON	314
7. KAUFMAN	333
8. PARKER	168
9. ROCKWALL	329

10. SOMERVELL	12
11. TARRANT	1,772
12. WISE	149
ZONE A Total:	8,261

ZONE B:	**PATIENT #s**
1. COOKE	60
2. DELTA	35
3. FANNIN	316
4. GRAYSON	361
5. HOPKINS	139
6. HUNT	148
7. LAMAR	181
8. RAINS	19
9. RED RIVER	60
10. TITUS	15
11. WOOD	56
ZONE B Total:	1,390

ZONE C:	**PATIENT #s**
1. BOSQUE	15
2. FREESTONE	27
3. HENDERSON	180
4. HILL	60
5. LIMESTONE	5
6. MCLENNAN	24
7. NAVARRO	63
Total ZONE C:	374

ZONE D:	**PATIENT #s**
1. COMMANCHE	17
2. ERATH	40
3. JACK	23
4. MONTAGUE	50
5. PALO PINTO	53
6. YOUNG	5
Total ZONE D:	188

ZONE E:	**PATIENT #s**
1. VAN ZANDT	141
2. ANDERSON	72
3. HAMILTON	5
Total ZONE E:	218

3. GENERAL REQUIREMENTS

3.1 Contractor shall provide all services specified in this contract for any person deemed eligible by the NTXVAHCS Prosthetics Service, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The Contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

3.2 ORGANIZATIONAL RELATIONSHIP: Prosthetics services are subject to the professional direction of the Chief, Prosthetics Service.

3.3 WORK HOURS:

3.3.1 The services covered by this contract shall be furnished by the Contractor as defined herein. The Contractor shall be available as scheduled. The Contractor shall not be required, except in case of emergency, to furnish such services on a Federal Holiday or during off-duty hours as described below.

The following terms have the following meaning:

Work Hours: Monday through Friday, 7:45 a.m. to 4:30 p.m.

Non-Work Hours: Monday through Friday, 4:31 p.m. – 7:44 a.m., and all Saturdays and Sundays.

Federal Holidays: The holidays observed by the Federal Government are:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day:	December 25

or any other day specifically declared by the President of the United States of America to be a Federal Holiday. When one of the holidays falls on Sunday, the following Monday shall be observed as a Federal Holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday.

3.4 ETHICS/BEREAVEMENT/PROFESSIONAL BEHAVIOR

3.4.1 The veteran beneficiaries served by this contract have significant physical disabilities or chronic illnesses that, in many cases, have influenced their behavior and lifestyle. It is of the utmost importance that a high degree of professionalism be demonstrated when patient/caregiver contact is made. The Contractor is expected to be discreet and tactful and to demonstrate concern, compassion, patience, and a high level of courtesy and consideration when providing services. This is especially true when dealing with bereaved family members of deceased veteran beneficiaries.

3.4.2 The Contractor must comply with all provisions of the Privacy Act when performing under this contract. The Contractor or his/her agents shall neither directly nor indirectly make recommendations/comments to patients/caregivers with respect to the services being provided by the NTXVAHCS. The Contractor shall refrain from discussing decisions to repair or replace item(s) of equipment, services or benefits not specifically delineated in this contract. Any concerns of the Contractor regarding services provided under this contract or any question or concerns raised by the patient/caregiver shall be addressed to the COTR for resolution. If concerns cannot be addressed at the COTR level, Contracting Officer shall be informed and shall resolve.

3.5 SOLICITATION OF BENEFICIARIES

3.5.1 The Contractor agrees not to directly or indirectly through agents solicit eligible veteran beneficiaries.

4. ORDERING

4.1 METHOD OF ORDERING

4.1.1 The Chief, Prosthetic Treatment Center, shall initiate an oral, faxed, electronically dispatched (e-mailed) or mailed Purchase Order for the delivery/pickup/repair of VA-owned equipment.

4.1.2 Contractor shall initiate contact with the beneficiary within 24 hours or one (1) working day of receipt of the order to arrange for the delivery/pickup/repair of equipment/supplies. Documentation shall be made of each attempt to contact the beneficiary/caregiver in making arrangements for the fulfillment of the order. Confirmation shall be made and services rendered within 48 hours unless the beneficiary requests otherwise. Inability to deliver shall be documented and forwarded to the Chief, Prosthetics at the end of the 48 hours. Information received on the death of a beneficiary and/or refusal of the services requested shall be documented and forwarded to the COTR immediately.

4.1.3 While it is the policy of the VA to allow the Contractor to plan trips and consolidate deliveries and pickups, the VA reserves the right to direct the Contractor in these activities.

4.1.4 Stock such as beds, mattresses, wheelchairs, Hoyer lift, tub-transfer benches, shower chairs, over the bed tables, Hoyer lifts, wheelchairs, rollators, etc. may require pickup from the VA Medical Center, Receiving Warehouse, for storage at the Contractor’s facility. Additionally, it may be necessary to the Contractor to delivery items stocked in the Contractor’s facility to the VA Medical Center. Pickups and/or deliveries will be paid at a fee per trip and completed within two working days, unless other time arrangements are made between the VA Medical Center and the Contractor. No pickups from the VA Medical Center or the Contractor’s facility shall be made after 4:00 p.m. on any workday. Documentation of all items picked up shall be given to the COTR on an approved form for equipment picked up from and/or delivered to this VA Medical Center and co-signed by the VA-authorized representative for inventory purposes.

4.1.5 Vehicles picking up VA-owned equipment must be covered to protect the items in inclement weather, free of contamination, equipped to separate clean items from soiled items, and contain a method of securing equipment from possible damage while in route.

4.1.6 NOTE: This contract in no manner intercedes in any other current policies or practices in use by the Department of Veterans Affairs. The Department of Veterans Affairs reserves the right to continue its practice of using alternate vendors to perform repairs or services to appliances in beneficiary use or in future beneficiary use. The Department of Veterans Affairs reserves the right to make the final determination when an issue arises as to whether a service is to be performed under this contract or on an open-market basis.

4.1.7 The VA reserves the right to request eight (8) hour emergency service on some delivery/pickup special orders, and the Contractor agrees to provide such service when requested.

4.1.8 The COTR shall fax a copy of all Purchase Orders for inventory that shall be drop-shipped to the Contractor’s warehouse for storage. The Contractor shall verify all items received against the copy of the Purchase Order for correctness and deliver the packing slip, etc. with a copy of the Purchase Order to the Prosthetic Treatment Center. Inventory adjustments shall be made by both parties. Any damage to the equipment/supplies received shall be brought to the attention of the COTR immediately as well as noted on the Delivering Carrier’s Bill of Lading.

5. TECHNICAL REQUIREMENTS

5.1. REQUIREMENTS FOR DELIVERY

5.1.1 Articles to be covered under this contract include standard hospital beds (manual and electric), side rails, standard hospital mattresses, trapeze assemblies, patient lifts, over-bed tables, commode chairs, wheelchairs (manual and motorized), etc. Equipment/supplies shall be properly secured while in route to and/or from the residence of the beneficiary to prevent damage to VA-owned equipment. Contractor shall be liable for damage to VA-owned equipment and supplies in his/her possession.

5.1.1.2 MATTRESSES—REQUIREMENTS FOR DELIVERY

5.1.1.2.1 NOTE: THIS APPLIES TO STANDARD HOSPITAL BED MATTRESSES. SPECIALITY HOSPITAL BED MATTRESSES FOR THE PREVENTION OF BED SORES (I.E., AIR MATTRESSES, KEN-AIRE, SAM MATTRESS ETC.) ARE EXCLUDED IF NOT INCLUDED IN CONTRACTORS STAFF COMPETENCIES.

5.1.1.2.2 The Contractor is to properly dispose of all used mattresses. No mattresses shall be reused at any time. Used mattresses shall not be stored or returned to any location for storage, but shall be cut/sliced, rendering them unusable and disposed of in a timely manner.

5.1.1.2.3 Documentation of mattress destruction shall be included on the invoice that corresponds to the pickup.

5.1.1.2.4Disposition may include, but is not limited to, burning, shredding, or any other means allowable by Federal or State standards.

5.1.2 Contractor shall set up all equipment at the location desired by the beneficiary and provide complete instructions on the care, safe use, function and operation of the equipment, both verbally and in writing, to the beneficiary and/or caregiver. Contractor shall ensure that the area is safe for the equipment that is to be installed. Beneficiary/caregiver is responsible for preparing the area to make it ready for the delivery/set up of equipment. Contractor is responsible for leaving the area clean and orderly and accepts any and all responsibility for damages to a beneficiary’s residence or where patient is cared for during the course of a delivery, pickup, and/or repair service. Contractor to ensure that the beneficiary/caregiver can demonstrate proper and safe use of the equipment provided, and answer any questions or concerns they may have regarding the equipment that has been provided. Acknowledgment of understanding of the instructions given to be obtained and forwarded to the COTR along with the invoice.

5.1.3 The Contractor shall uncrate and check all equipment prior to delivery to the beneficiary to ensure that it is in safe operating condition, clean, including operating and preventive maintenance instructions when applicable, and documentation of serial number, model, etc. has been noted properly for invoicing and inventory maintenance.

5.1.4 The Contractor is to deliver new and/or used equipment/supplies as requested on each order in order to maintain accurate inventory maintenance. At no time shall the Contractor deliver other than what was requested without prior approval by the COTR. Contractor bears the responsibility to notify appropriate VA officials when he/she questions the serviceability of equipment by documenting the Invoice for pickups as scrap and/or providing an estimate for repair of said item. VA officials retain the sole right to condemn equipment and shall visit the Contractor’s place of business as they deem necessary.

5.1.5 The Contractor shall be furnished the name, address, and telephone number of the individual to whom deliveries/pickups are intended. The Contractor shall visit the beneficiary’s residence in the performance of this contract by appointment only, between the hours of 8:00 a.m. and 8:00 p.m., Monday through Saturday, except in cases of emergency.

5.1.6 Beneficiaries shall be contacted to schedule an appointment for delivery/pickup at the Contractor’s expense and only between the hours of 8:00 a.m. and 8:00 p.m. A record of all contacts made shall be made a part of each invoice submitted. Appointments to make deliveries/pickups shall be given within four (4) hours limits, i.e., between 8:00 a.m. and 12:00 Noon; between 10:00 a.m. and 2:00 p.m., etc. If contact cannot be made to a beneficiary within three

consecutive workdays after receipt of the delivery/pickup order, the Contractor shall contact the Chief, Prosthetic Treatment Center for further instructions.

5.1.7 Notification of a death of any beneficiary served under this contract shall be brought to the attention of both parties as practicable.

5.1.8 If, through no fault of the Contractor, the beneficiary refuses acceptance of the equipment being delivered after the Contractor has made the delivery trip, payment shall be made on the same basis as though delivery has been accepted, with documentation made of the reason refused on the invoice. The Contractor shall advise the beneficiary/caregiver to direct all question/concerns relating to the equipment delivered/picked up/repaired to the Prosthetic Treatment Center and other needs to his/her physician.

5.2 MILEAGE

5.2.1 Mileage under this contract shall be based on a flat rate per mile outside the 50-mile radius. The mileage calculation will begin at the following point of origin:

5.2.2 Contractor’s Warehouse if located within eight (8) miles of the VA Medical Center, or

5.2.3 VA Medical Center if the Contractor’s Warehouse is located further than eight (8) miles from the Medical Center.

5.2.4 The official point of origin, either (a) or (b) above will be determined post contract award. For billing purposes, the trip ticket shall identify the place at which the trip started, distance traveled, and the place at which the trip was completed. Mileage shall be paid for one way only, minus the first 50 miles. No mileage fee will be billed for deliveries/pickups within a 50-mile radius of the Contractor’s place of business.

5.2.5 If one load consists of equipment/supplies to be delivered to several points outside the 50-mile radius, mileage shall be paid from one point to the next until the last point of delivery is reached. The same holds true if trips involve both delivery and pickup. Mileage for the entire trip shall be paid only to the furthest point, one way only, minus the first 50 miles. Occasionally, it shall be necessary for the Contractor to pick up equipment from the beneficiary’s residence and deliver it back to the VA Prosthetic Treatment Center, or from the Prosthetic Treatment Center to the beneficiary’s residence and/or Contractor’s facilities.

Zone	**Routine delivery completion target**
Zone A	No later than 48 hours after acceptance of a purchase/delivery order, unless otherwise provided by VA
Zone B	No later than 48 hours after acceptance of a purchase/delivery order, unless otherwise provided by VA
Zone C	No later than 48 hours after acceptance of a purchase/delivery order, unless otherwise provided by VA
Zone D	No later than 48 hours after acceptance of a purchase/delivery order, unless otherwise provided by VA
Zone	**Emergency service target**

Zone A	Eight (8) hour emergency service when specifically requested by VA
Zone B	Eight (8) hour emergency service when specifically requested by VA
Zone C	Eight (8) hour emergency service when specifically requested by VA
Zone D	Eight (8) hour emergency service when specifically requested by VA

5.3 Emergency Delivery Services

5.3.1 Emergency Delivery Service: Contractor must provide a **24-hour emergency service telephone number**. Emergency orders will be placed in writing or by telephone by Prosthetics Service personnel. Any purchase order placed telephonically shall be followed up in writing, via electronic means and/or by fax or email by Prosthetics Service personnel **by the end of the same business day if during regular business hours and/or the following business day for weekends, after hours and/or holidays**.

5.3.2 **The Contractor shall make delivery of equipment, supplies or services specified herein as emergency requirements in accordance with the following schedule:**

Zone A – within **4 business hours** after notification by VA
Zone B – within **12 business hours** after notification by VA
Zone C – within **12 business hours** after notification by VA
Zone D – within **12 business hours** after notification by VA

6. SPECIFIC TASKS

6.1 PLAN OF CARE/SERVICE

6.1.1 As appropriate, the equipment and related medical supplies/services shall be provided according to a physician's order. An individualized plan of care/service shall be implemented for each patient by the Contractor. Any deviations from the current prescription shall not be authorized unless the Contractor has the approval from the COTR.

6.1.2 Education and training in the care, routine maintenance, mechanical operation, and safe use of the equipment shall be provided to the patient/caregiver by a qualified individual in a language or form the patient/caregiver can reasonably understand and demonstrate. A sample of all educational materials provided shall be a part of the Contractor's Policies and Procedures Manual and documented on the Patient Education Checklist that accompanies each invoice.

6.1.3 The patient's NTXVAHCS physician shall be responsible for the patient's plan of care and the initiation of necessary consults/prescriptions to the Prosthetic Treatment Center for equipment/supplies/repairs needed.

6.1.4 The COTR shall be responsible for taking appropriate action in fulfilling the request received. The COTR shall be responsible for coordinating and ensuring compliance with contract requirements resulting from purchase orders issued to the Contractor as part of the patient's plan of care. The COTR shall be responsible for notifying the requesting NTXVAHCS ordering physician of any problems/concerns reported by the Contractor as a result of consults/prescriptions processed.

6.1.5 The Contractor shall be responsible for implementing the plan of care under conditions and terms set forth in the contract and/or notifying the COTR of any patient related problems/concerns or issues encountered. The Contractor shall be involved in the discharge process when notified by the COTR to pick up the equipment.

6.2. EQUIPMENT STORAGE

6.2.1 CONTRACTOR FACILITIES – STORAGE

6.2.1.1 All VA equipment/supplies are to be stored on or within the premises occupied by the Contractor. Services shall be provided from a facility inspected and approved by the Contracting Officer's Technical Representative (COTR).

6.2.1.2 Contractor is to provide storage for VA beneficiary equipment/supplies. The storage space is not to exceed 2500 sf in size. If at any time a Contractor's Facility is on the verge of exceeding 2500 sf, the Contractor must notify the Contracting Officer immediately. The Contractor shall be solely responsible for determining the design, pattern, or plan of storage area taking into consideration shelving, bins, and any other elements necessary for proper storage of VA equipment/supplies. Area should be designed and maintained for ease of inventory reconciliation and maintenance, and conform to all applicable State, local and National Fire Protection Association codes.

6.2.1.3 The current space requirements are as follows, it is provided for informational purposes only. It is to be understood that all facilities may max their storage requirements to 2500sf at no additional cost to the government.

6.2.1.4 North Texas VA HCS: 2,500 square feet

6.2.1.5 Storage area provided must be clean, dry, dust kept to a minimum, climate controlled, well lighted, equipped with fire extinguishers, and be well ventilated. Area must be safe, walkways free of electrical wiring and other safety hazards, and contain appropriate signage, i.e., NO SMOKING, EXIT, CLEAN AREA, CONTAMINATED AREA, etc. Storage area is to be protected at all times against theft, vandalism, fire, severe weather, and pilferage. Area will contain signage "U. S. GOVERNMENT PROPERTY – NO TRESSPASSING".

6.2.1.6 An area separate and apart from the clean area is to be designated for the sanitizing of soiled equipment received. This area is to contain adequate and appropriate supplies needed for proper cleaning and sanitizing, bagging and tagging, as well as protective equipment to guard against infection such as rubber gloves, gowns, masks, safety glasses, eye wash stations, and first aid kit, and be arranged in a neat and orderly fashion. Appropriate signage to be in place and include universal precautionary measures.

6.2.1.7 New and used equipment that is cleaned, bagged, tagged, dated, and ready for issue, is to be kept separate and apart from equipment that is in need of repair, soiled, or scrapped. All equipment/supplies shall be arranged in such a manner as to afford immediate inspection and enable easy access for inventory reconciliation.

6.2.1.8 The relocation of existing inventory from present VA storage facility to newly awarded Contractor's storage facility shall be the responsibility of the newly-awarded Contractor and shall be at no charge to the Government. Arrangements for the moving and transfer of VA equipment/supplies shall be made between the old Contractor and the new Contractor and be completed within the first week of the contract period.

6.2.1.9 The storage facility must be equipped with adequate electrical outlets for testing of electrical pieces of equipment such as motorized beds, battery chargers, etc.

6.2.1.10 A separate area shall be designated for items determined by the Chief, Prosthetic Treatment Center as scrap/non-issue. This area shall be protected and secured against theft, pilferage, vandalism, and be marked as Scrap - U. S. Government Property, No Trespassing. Items contained therein shall be disposed of periodically in accordance with established procedures.

6.3. EQUIPMENT CLEANING/DISINFECTING

6.3.1 INFECTION CONTROL/SANITIZING

6.3.1.1 All equipment picked up by the Contractor must be sanitized in accordance with the manufacturer's guidelines, or infection control guidelines, prior to storage within the Contractor facilities, issuance to another beneficiary, or delivery to a beneficiary's residence or place he/she is cared for.

6.3.1.2 Sanitizing includes, but is not limited to:

6.3.1.2.1 Steam cleaning;

6.3.1.2.2 Washing of equipment with an approved hospital rated cleanser or detergent that is IP registered with the Environmental Protection Agency;

6.3.1.2.3 Cleaning with an approved hospital disinfectant or germicidal solution which contains phenolic, ioda, and quaternary ammonia that is registered with the Environmental Protection Agency;

6.3.1.2.4 Lubricating with an appropriate grease, oil, and/or silicone spray which is approved by the manufacturer of the appliance when performing maintenance and/or repair;

6.3.1.2.5 All cleaning accessories, i.e., brushes, towels, sponges, are to be chemically cleaned or treated after each use.

6.3.1.3 The sanitizing procedure is performed at no additional cost to the Government. The procedure shall be done in an area that is separate and apart from the clean storage area whereby the clean stored equipment/supplies shall not be contaminated. However, all sanitizing shall be done under roof.

6.3.1.4 Infection control/sanitation procedures to be a part of the Contractor's Standard Operating and Procedure Manual.

7. MAINTENANCE, REFURBISHING, REPAIR SERVICES

7.1 REPAIRS

7.1.1 The VA reserves the right to obtain service for repair or renovation of any item(s) from an independent source if, in the opinion of the VA Prosthetic Treatment Center, the Contractor's proposed costs for such services are determined excessive and the matter cannot be mutually resolved.

7.1.2 Items of equipment requiring no assembly shall be removed from the carton at no cost to the Government prior to delivery to the beneficiary or the Prosthetic Treatment Center and inspected to ensure that all parts and pieces of the equipment are present and operable before attempting delivery. Failure to do so may forfeit claim for payment or related return trips to complete the delivery.

7.1.3 Contractor must obtain authorization prior to performing any major repairs to equipment. Authorization shall be obtained in the form of written estimates. The manner in which the repair is authorized shall be at the discretion of the COTR depending upon the circumstances and the nature of the repair. The Contractor acknowledges that repairs authorized under this contract are only to equipment related directly to the pickup and delivery of appliances to beneficiaries.

7.1.4 Items awaiting or in need of repairs are not to be kept with the clean and stored equipment/supplies.

7.1.5 Emergent repairs may be conducted during non-business hours of the Prosthetic Treatment Center at the discretion of the vendor; however, emergent repairs can only be performed to the extent of placing the equipment back into serviceable condition. Extensive repairs shall be suspended until normal business hours after authorization is obtained from the Prosthetic Treatment Center. Normal business hours for the Prosthetic Treatment Center are Monday through Friday, 8:00 a.m. to 4:30 p.m., except Federal holidays.

7.1.6 Depending upon the nature of the repair, repairs shall be billed at the technical or non-technical rate set forth by the bidder. Technical repair service is that service which requires a technician to have undergone specialized formal training

and/or experience prior to reconditioning or repairing the equipment. Non-technical service is that service which does not require formal training or experience to repair or recondition equipment. Technical and non-technical labor rates may be used for site assessments for ramp installation, installation and/or replacement of stair glides, patient lifts, environmental control units, automatic door openers, etc.

7.1.7 The Contractor is to furnish the name of the Veterans Affairs official authorizing the repair and the nature of the authorization when submitting invoices for same.

7.1.8 Contractor shall utilize a qualified technician to repair all types of power wheelchairs/scooters, including manual wheelchairs. An itemized estimate of the needed repairs shall be provided to the Chief of Prosthetics detailing the part required (including part number) and the manufacturer. The Chief of Prosthetics may opt to order the parts directly from the manufacturer for installation by the Contractor.

7.2 EQUIPMENT MAINTENANCE/CONTRACTOR REQUIREMENTS

7.2.1 Routine and preventative maintenance (PM) is included in the set up and delivery of equipment. However, when the contractor performs preventative maintenance on existing equipment that has already been delivered to the patient's home, VA will be billed at the non-technical labor rate in addition to mileage as defined in the contract.

7.2.2 Contractor shall provide PMs in accordance with manufacturer's guidelines for all equipment, except Hoyer lifts. Contractor shall be required to perform PMs on Hoyer lifts every 12 months. At time of award contractor will be provided with a list of all patients that currently have Hoyer lifts in the home, the date the lift was issued and any available maintenance records.

7.2.3 The Contractor shall have a process in place to perform and document routine and preventative maintenance at defined intervals and according to manufacturers' guidelines on each piece of equipment requiring same provided to a patient.

7.2.4 The Contractor shall furnish the COTR with a listing of each item and the type and schedule required for routine and preventative maintenance according to the manufacturers' guidelines.

7.2.5 The Contractor shall include evidence of qualifications for the routine and preventative maintenance performed on each piece of equipment in the Contractor's Policy and Procedures Manual provided to the VA COTR.

7.2.6 The Contractor shall have a process in place for tracking and documenting the manufacturer, model, and serial number of all appropriate equipment, and date or criteria when routine and preventative maintenance is required in accordance with manufacturers' guidelines.

8. RETURNED EQUIPMENT

8.1 PICKUP

8.1.1 All items picked up shall be cleaned with an antiseptic/germicidal hospital approved solution, inspected and bagged, tagged and dated before being placed back in storage for reissue. Minor repairs and/or adjustments shall be completed before the final invoice is submitted and billed accordingly. Equipment deemed uneconomically repairable by the Contractor and concurred by the COTR shall be annotated as scrap on the Invoice and placed in a designated area marked for "SCRAP – U.S. GOVERNMENT PROPERTY – NO TRESPASSING".

8.1.2 Items requiring authorization for repair shall be tagged as such, noted on the Invoice as "Pending Authorization for Repair", and the cost of labor and materials needed for repair faxed to the Prosthetic Treatment Center for necessary action. Normal invoicing shall occur at this time. If authorization is received at a later date, a separate Purchase Order shall be issued along with a copy of the Contractor's quotation for repair, and inventory adjustments made upon completion of the repair and invoice.

8.1.3 Items waiting cleaning or repairing shall be stored in a designated location, clearly marked “Repairs/Cleaning” until such services are completed. This location is to be separate and apart from clean items available for delivery or issuance.

8.1.4 The Contractor shall label all clean equipment with the date of cleaning, store all items for reissue in a non-contaminated area that is clearly marked, away or separated by a partition from dirty items.

8.1.5 The Contractor shall employ universal body substance isolation standards and procedures pertaining to patients and employees in the performance of this contract.

8.1.6 All used supplies picked up and not for reissue shall be placed in a canister marked “Contaminated” and disposed of properly. The canister shall be kept in the area designated for cleaning used equipment.

8.1.7 All equipment placed in the “SCRAP” area shall be disposed of upon approval of representatives of the Prosthetic Treatment Center and after proper reconciliation by both parties. A separate inventory shall be maintained on these items awaiting disposition. All documentation of disposition shall be completed and turned into the Prosthetic Treatment Center the same day the scrap is disposed.

8.2 SALVAGE

10.2.1 In the event that a veteran beneficiary dies prior to delivery and acceptance of prosthetics equipment, VA shall pay the Contractor for the work performed up to the point that they are notified to stop work. The price to be paid shall be mutually agreed upon and shall not exceed the contract price of the prosthetics equipment less the salvage value of the unused components.

9. PICK UP OF VA EQUIPMENT

9.1 PICKUP

9.1.1 The Contractor shall make all pickups within the established radius from his/her place of business. The Contractor shall document all discrepancies, such as missing equipment or equipment that cannot be located, on the invoice that has been requested by the VA to be picked up.

10. INVENTORY

10.1 DOCUMENTATION ON FILE

10.1.1 The Contractor shall provide the COTR a complete inventory listing of all VA-owned equipment and supplies within his/her facility within the first three working days of each month for the previous month. The listing shall include, but is not limited to:

10.1.1.1 Name and manufacturer of appliance;

10.1.1.2 Model number of appliance;

10.1.1.3 Serial number of the appliance;

10.1.1.4 Description and size of the appliance;

10.1.1.5 Condition of appliance, i.e., new, used, in need of repair, scrap;

10.1.1.6 Quantity of each item

10.1.2 The Contractor shall include a separate listing of all orders pending that have not been delivered/picked up for reconciliation purposes. Reconciliation by both parties shall be completed by the 5th working day of each month for the previous month’s inventory. A physical inventory shall be performed on a quarterly basis. All inventory reconciliations shall be signed by both parties and maintained on file for future reference.

11. CONTRACT ADMINISTRATION

11.1 The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that shall affect price, quantity or quality of performance of this contract.

11.2 In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

11.3 All contract administration functions will be retained by the Contracting Officer/Department of Veterans Affairs, 2301 East Lamar Blvd, Arlington, TX 76006.

11.4 AFTER AWARD OF CONTRACT, ALL INQUIRES AND CORRESPONDENCE RELATIVE TO THE ADMINISTRATION OF THE CONTRACT SHALL BE ADDRESSED TO: Contracting Officer/Department of Veterans Affairs, 2301 East Lamar Blvd, Arlington, TX 76006.

12. DOCUMENTATION

12.1 DOCUMENTATION ON FILE

12.1.1 Contractor to establish and implement procedures to receive, clean, and as appropriate, sterilize reusable equipment and supplies in accordance with manufacturer’s and/or infection control guidelines.

12.1.2 The Contractor shall have a process in place to perform and document routine and preventive maintenance required, at defined intervals, in accordance with manufacturers’ guidelines on equipment provided to a VA beneficiary or held in storage. Contractor must also establish and implement a method to document repairs to VA-owned equipment by manufacturer, model, serial number, and type of repairs performed. Repairs and maintenance of VA equipment to be performed in accordance with manufacturer’s guidelines and by trained and qualified individuals. Equipment should have a label or tag reflecting the next scheduled service.

12.1.3 Beneficiaries will be provided with copies of manufacturer's operating and maintenance instructions on all items delivered. The contractor will provide patient education, operating instructions, maintenance instructions and maintain documentation that it was provided by obtaining the patient's or caregiver's signature. This will suffice when there are no operating manuals available on reissued/used items. NOTE: That the contractor must provide patient education on ALL items they deliver and maintain documentation. For equipment with known significant safety hazards, the patient or caregiver shall be given a written checklist of equipment information and safety checks including any instructions.

12.1.4 Contractor to provide evidence of insurance coverage for VA property along with liability insurance in case of loss due to theft, fire, destruction, and/or bodily injury. The level of insurance will be maintained to cover loss of damage to VA equipment/supplies at no less than One Hundred Thousand Dollars ($100,000.00). The bodily injury liability and property damage liability insurance shall be as required by the laws of the State of Texas with minimum limits per person and per accident claim for bodily injury. The Contractor is to provide proof of insurance coverage for equipment and supplies stored in his/her facility within ten (IO) days after notification of award of this contract.

12.1.5 The Contractor shall provide the COTR a complete inventory listing of all VA-owned equipment and supplies within his/her facility within the first three working days of each month for the previous month. The listing shall include, but is not limited to:

12.1.5.1 Name and manufacturer of appliance;

12.1.5.2 Model number of appliance;

12.1.5.3 Serial number of the appliance;

12.1.5.4 Description and size of the appliance;

12.1.5.5 Condition of appliance, i.e., new, used, in need of repair, scrap;

12.1.5.6 Quantity of each item

12.1.6 The Contractor shall include a separate listing of all orders pending that have not been delivered/picked up for reconciliation purposes. Reconciliation by both parties shall be completed by the 5th working day of each month for the previous month's inventory. A physical inventory shall be performed on a quarterly basis. All inventory reconciliations shall be signed by both parties and maintained on file for future reference.

12.1.7 The Contractor must have in place written procedure guidelines for setting up equipment, delivery/pickup of equipment, cleaning of equipment, safety and infection control procedures, patient incident reporting, tracking of equipment for preventive maintenance, emergency response procedures, documentation and handling patient complaints, performance improvement, etc. in accordance with JCAHO (or other recognized healthcare accredited organization) standards.

12.1.8 The Contractor must obtain an acknowledgment of instructions provided the beneficiary or his/her caregiver as well as acknowledgment of their understanding of the instructions provided. Instructions shall include:

12.1.9 Basic purpose, description, operating instructions, trouble shooting, and appropriate use of the equipment/supplies;

12.1.10 Safety precautions and warnings associated with the equipment, as related to home use;

12.1.11 Routine maintenance to be performed by the patient and/or caregiver; (Checklist)

12.1.12 Demonstration of the use/operation of the equipment with observation of a return demonstration by the patient and/or caregiver using the equipment;

12.1.13 Backup equipment/emergency plans;

12.1.14 Any safety hazards associated with equipment provided;

12.1.15 Patient's Rights and Responsibilities;

12.1.16 Patient Satisfaction Letter;

12.1.16.1 Handling, storage, and safe transportation of the equipment;

12.1.17 Emergency contact number to call in case of equipment breakdown or failure;

12.1.18 Patient education checklist

12.1.19 The Contractor must have written personnel policies on file for all employees performing under this contract for review by the VA COTR and shall include the following information:

12.1.19.1 Employee training on basic fire, safety and infection control;

12.1.19.2 Employee training or qualifications/competencies on the delivery/setup/repair of equipment provided;

12.1.19.3 Orientation programs for all employees involved in the delivery/pickup of durable medical equipment, i.e., policies and procedures, confidentiality of patient information, home safety, including bathroom, fire, environmental, and electrical safety, safety issues for services provided in the home including fire prevention and security, emergency

preparedness, appropriate action in unsafe situations, handling and reporting of patient incidents, infection prevention and control, cleaning, disinfecting and sterilization of equipment and supplies, safe storage/handling of equipment and supplies, identifying, handling, and disposing of hazardous or infectious materials and wastes in a safe and sanitary manner and according to law and regulation, ongoing education, including in-services,

12.1.19.4 Training and other activities, licenses, certificates, etc. Professional behavior is required in dealing with veteran beneficiaries and/or their families to include ethics, aging, bereavement, various disabilities, etc.

12.1.20 The Contractor must maintain a daily trip log enabling the Prosthetic Treatment Center to verify what trips are scheduled on any given day, as well as pre-trip inspection form for each vehicle used in the performance of this contract to ensure safety of the personnel and equipment in use.

12.1.21 Contractor to have a procedure in place for handling all customer incidents, complaints/concerns received. A customer satisfaction complaint form shall be completed on all issues received, and the issue resolved if directed to the Contractor. A copy shall be forwarded to the COTR. If the issue cannot be resolved, a copy of the customer satisfaction complaint form listing the complaint/concern shall be forwarded to the COTR immediately for resolution or necessary action.

13. SAFETY, MANAGEMENT, INFECTION CONTROL

13.1 The Contractor shall comply with the laws of the State of Texas applicable to licensing and operation of motor vehicles. Evidence of certification with DOT Regulations to be included with bid or prior to contract award, as well as personal liability and property damage insurance coverage within the limits as required by law.

13.1.2 The Contractor’s truck walls, ceiling and floors should be of a surface that can be easily cleaned and sanitized and have areas clearly marked to separate clean and soiled/contaminated equipment/supplies. Delivery/pickup vehicles shall be equipped with a first aid kit, infection control supplies, standard operating procedure manual, vehicle registration, daily trip log/inspection, as well as items required for vehicle breakdown.

13.1.3 The Contractor shall maintain a telecommunication system, i.e., answering machine, fax machine, in order to preserve continual contact with the Department of Veterans Affairs and for emergency contact.

13.1.4 The Contractor to furnish the Prosthetic Treatment Center with a copy of their Standard Operating Procedure Manual, employee competencies and training and updates as they occur, quarterly reports of quality assessment and performance improvement activities, and patient satisfaction survey results. Safety and infection control procedures as well as documentation of all education and training received by personnel servicing this contract shall be a part of this manual. Education on safety and infection control is required on a yearly basis.

13.1.5 Steel-toed shoes shall be worn by all employees performing under this contract in accordance with OSHA requirements. Identification badges with a photograph, employee’s name, and company name shall be worn at all times by the employees performing under this contract. Contractor personnel servicing VA beneficiaries shall present themselves in a neat, clean, and professional manner and verbally identify themselves. He/she shall then ask permission to enter the home. The Contractor’s personnel servicing VA beneficiaries shall at all times demonstrate a high level of courtesy and consideration when providing services.

13.1.6 The Contractor shall check the safety of the electrical outlets in the patient’s home prior to installing any electrical equipment. Electrical outlets must be inspected and tested with a voltmeter to ensure that the voltage level is adequate for the item being installed, that polarity is correct, electrical ground is present, and that the outlet is in good physical condition. Any unsafe electrical conditions shall be immediately reported to the Contracting Officer’s Technical Representative (COTR) for further instructions. When the residences have non-grounded electrical receptacles, the Contractor shall provide and install a three-prong adapter to plug in the electrical equipment at no charge to the Government. The grounding prong on the equipment cord shall not be removed.

13.1.7 Contractor shall ensure that all safety and infection control procedures are followed while performing under the terms and conditions of this contract for the protection of all parties involved.

13.2 SENTINAL EVENTS/INCIDENT REPORTING

13.2.1 The Contractor shall have a system for reporting and documenting all accidents and injuries and documenting safety hazards and be a part of the Contractor's Standard Operating and Procedure Manual.

13.2.2 All accidents, malfunctions, injuries, deaths, and equipment recall, related to the provision, delivery and use of DME, shall be immediately reported to the COTR, and to the manufacturer of the equipment, if applicable.

13.2.3 The Contractor's employees that are providing the equipment and related services to meet the needs of patients shall have current education, training, and experience appropriate to the equipment and scope of services provided and demonstrate knowledge and competence.

13.3 INFECTION CONTROL/SANITIZING

13.3.1 Reference Section 6.3 Infection Control / Sanitizing Requirements

14. SPECIAL CONTRACT REQUIREMENTS

14.1 SPECIAL CONTRACT REQUIREMENTS, VARIOUS

14.1.1 QUALIFICATIONS

14.1.2 Contractor shall have a current, unencumbered License in a State, Territory, or Commonwealth of the United States or the District of Columbia. Copies of the license(s) shall be submitted with the Contractor's proposal.

14.1.3 Contractor shall provide current copies of employees' Certification(s), License(s), documentation of experience, and documentation of education and training with their proposal.

14.1.4 Accreditation: Contractor shall have a current certification from the Joint Commission on the Accreditation of Healthcare Organization (JCAHO) and/or accreditation from a recognized, accredited healthcare organization, and maintain the certification for the duration of this contract.

14.1.5 The contracted facility shall meet all state and federal standards.

14.2 PERSONNEL POLICY:

14.2.1 The Contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the Contractor shall provide the following:

14.2.2 Workers' Compensation Insurance

14.2.3 Professional Liability Insurance

14.2.4Health Examinations

14.2.5 Income Tax Withholding, and

14.2.6 Social Security Payments

14.2.7 The parties agree that such personnel shall not be considered NTXVAHCS employees for any purpose and shall be considered employee(s) of the Contractor.

14.3 RECORD KEEPING:

14.3.1. The NTX NTXVAHCS, Chief, Prosthetics Service, shall establish and maintain a record keeping system that will record the services performed by the Contractor. This record-keeping system shall consist of daily logs to ensure that required services have been received by the perspective Prosthetic element that generated the request. Any incidents of Contractor non-compliance as evidenced by the monitoring procedure shall be forwarded immediately to the Contracting Officer.

14.3.2 Documentation of services performed shall be reviewed prior to certifying payment. The NTXVAHCS shall pay for services actually performed and in strict accordance with Part I, Schedule of Supplies/Services above. Contract monitoring and record-keeping procedures shall be sufficient to ensure proper payment and allow audit verification that services were provided.

14.3.3. Should the NTXVAHCS, in case of an emergency, require services to be performed by the Contractor during non-work hours or on a Federal Holiday(s) as described in Section VI above, the NTXVAHCS shall be responsible for payment to the Contractor.

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

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

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

14.3.7 VA North Texas Health Care System and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of VA North Texas Health Care System or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701.

14.3.8 In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to VA North Texas Health Care System. The agency must report promptly to NARA in accordance with 36 CFR 1230.

14.3.9 The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment are no longer required, it shall be returned to VA North Texas Health Care System control, or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the

Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

14.3.10 The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and VA North Texas Health Care System guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

14.3.11 The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with VA North Texas Health Care System policy.

14.3.12 The Contractor shall not create or maintain any records containing any non-public VA North Texas Health Care System information that are not specifically tied to or authorized by the contract.

14.3.13 The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

14.3.14 The VA North Texas Health Care System owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which VA North Texas Health Care System shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

14.3.15 Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take VHA-provided records management training, Talent Management System (TMS) Item #10176, Privacy and Information Security, Rules of Behavior. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

14.4 VA Visibility and Access to Contractor Information Systems

14.4.1 The Contractor shall provide the Department of Veterans Affairs (VA) with secure visibility into its operational systems used for the performance of this contract. This access is intended to improve transparency, enhance program oversight, and support timely coordination of DME services. Requirements include the following:

14.4.1.1 System Access for VA Personnel: The Contractor shall provide the VA COR and designated VA staff with read-only access to applicable contractor systems necessary to monitor contract performance. Examples include, but are not limited to:

- Work order status tracking
- Delivery scheduling systems
- Inventory management systems for VA-owned equipment
- Service call logs and repair status

14.4.1.2 Access Limitations and Security Requirements:

- All access provided to VA shall be **read-only**, with no ability to alter, modify, or delete contractor records.
- Access shall comply with all VA Information Security, HIPAA, and Privacy Act requirements.

- The Contractor shall ensure that VA access is provided through a secure, encrypted method compliant with FIPS 140-2 (or current VA standard).
- The Contractor shall promptly disable VA access within 24 hours of written direction from the Contracting Officer or COR.

14.4.2 System access and all technical accommodations required to provide visibility to the VA shall b provided at no additional cost to the Government.

14.4.3 The Contractor shall ensure that systems provided for VA visibility remain available during normal VA business hours (Monday–Friday, 8:00 a.m.–4:30 p.m. local time), excluding scheduled maintenance. Scheduled maintenance must be communicated to the COR at least 48 hours in advance.

14.4.4 The Contractor shall notify the COR in writing at least 30 days prior to any system modification, replacement, or upgrade that may impact VA visibility. The Contractor shall maintain uninterrupted VA access during system transitions.

14.4.5 If system access becomes unavailable due to outage or maintenance, the Contractor shall provide the VA with manual or exported reports containing equivalent information within two (2) business hours of VA request.

14.5 Joint Commission Accreditation and Healthcare Organizations (JCAHO)

14.5.1 JCAHO (AND/OR OTHER RECOGNIZED, ACCREDITED HEALTHCARE ORGANIZATION) COMPLIANCE:

14.5.2 The Contractor shall have a current certification from the Joint Commission on the Accreditation of Healthcare Organization (JCAHO) and/or other recognized, accredited healthcare organization, and maintain the certification for the duration of this contract.

14.5.3 The Contractor, upon request, shall provide quality data and information related to services provided. The Contractor shall also provide documentation of the competency of staff that shall be providing the contracted services.

14.6 PAYMENT

14.6.1 METHOD OF PAYMENT: Payment shall be made via Government purchase card. Contractor shall charge the appropriate purchase card, as provided by the Prosthetics Purchasing Agent, when item has been shipped to the patient and/or Prosthetics. In the event of a service, the purchase card should not be charged until after the service has been rendered. Government Purchase Order number shall be included when Contractor charges government purchase card.

14.6.2 Payment to the Contractor shall be made monthly, in arrears, upon receipt of a properly prepared invoice. Invoices shall be submitted in an original and one (1) copy within five (5) working days upon completion of services rendered. Each invoice is to be accompanied by an original and two (2) copies of the trip ticket containing the signature of the beneficiary or caretaker certifying that services were satisfactory rendered, home safety checklist was performed, education and training was provided to the understanding of the beneficiary and/or caregiver, Patient Rights and Responsibilities and Patient Satisfaction letters were presented, and the VA Equipment Order documenting the scheduling events.

14.6.3 Invoices must contain the following information:

14.6.3.1 -Name and Address of Contractor

14.6.3.2 -Invoice Number and Date

14.6.3.3 -Contract/Purchase Order Number

14.6.3.4 -Veteran’s Name, Address, Telephone Number, SSN

14.6.3.5 -Date Services were Rendered

14.6.3.6 -Itemized list of Items Picked up/Delivered/Repaired Including Serial Numbers Breakdown of Charges

14.6.3.7 -Designation of Picked up Equipment as Scrap, Repaired or Pending Authorization for Repair

14.6.3.8 -Mileage traveled outside the 50-mile radius

14.6.4 NOTE: Repairs shall be billed in terms of time, technical and/or non-technical rate, material cost including part numbers, name, make, mode and serial number of appliances repaired, nature and extent of the repair and the VA official authorizing the repair.

14.6.4.1 Billings rendered by the Contractor to the NTXVAHCS for services furnished a NTXVAHCS beneficiary under the terms of this contract shall be billings in full. Neither the beneficiary, his insurer, nor any third party shall be billed.

14.6.4.2 Payment Address:

North Texas VA Healthcare System
ATTN: Program Office 121
4500 S Lancaster RD
Dallas, TX 75216

14.6.5 NOTE: Invoices for payment may be rejected if all information required by FAR Clause 52.212-4(g) is not included.

14.7 SOLICITATION

14.7.1 This solicitation and ensuing contract is issued and entered into pursuant to the authority of 38 U.S.C. 8123 and Federal Acquisition Regulation Parts 12, 13 and 16.

14.8 TYPE OF CONTRACT

14.8.1 This is a Requirements Contract(s) based on firm, fixed-unit prices.

14.9 EVIDENCE OF INSURANCE COVERAGE

14.8.1 The Contractor shall furnish to the Contracting Officer with their proposal a Certificate of Insurance which shall contain an endorsement to the effect that cancellation of, or any material change in the policies which adversely affect the interests of the Government in such insurance shall not be effective unless a 30-day written notice of cancellation or change is furnished to the Contracting Officer.

14.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

14.9.1 The Contracting Officer's Technical Representative (COTR) for resultant contract(s) shall be Andre L. Judkins, Prosthetics Service.

14.11 CONTRACTING WITH PARTIES LISTED ON THE OIG LIST OF EXCLUDED INDIVIDUALS/ENTITIES:

14.11.1 In accordance with The Health Insurance Portability and Accountability Act (HIPAA) and the Balanced Budget Act (BBA) of 1977, the Office of Inspector General has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.

14.11.2 Therefore, all offerors shall review the OIG List of Excluded Individuals/Entities on the OIG web site at HYPERLINK http://www.hhs.gov/oig www.hhs.gov/oig to ensure that the proposed candidate(s) and/or firm(s) are not listed. Offerors should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) of $10,000 for each item or service furnished during a period that the person or entity was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against health care providers and entities that employ or enter into contracts with excluded individuals or entities to provide items or services to Federal program beneficiaries.

14.11.3 By signing the offer/bid, the Contractor certifies that he/she has reviewed the OIG List of Excluded Individuals/Entities and that the proposed candidate(s) and/or firm is not listed as of the date the offer/bid was signed.

15. PRIVACY / INFORMATION SECURITY

15.1 Privacy/Information Security Requirements

15.1.1 Contractors and any subcontractors must adhere to the provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996. This includes both the Privacy and Security Rules published by the Department of Health and Human Services (HHS).

15.1.2 As required by HIPAA, HHS has promulgated rules governing the use and disclosure of protected health information by covered entities, Veterans Health Administration (VHA). In accordance with HIPAA, the contractor may be required to enter into a Business Associate Agreement (BAA) with VHA.

15.1.3 Business associates must follow VHA privacy policies and practices when applicable. All contractors and business associates must receive privacy training annually.

15.1.4 For contractors and business associates who do not have access to VHA computer systems, this requirement is met by completing VHA National Privacy Policy training, other VHA approved privacy training or contractor furnished training that meets the requirements of the HHS Standards for Privacy of Individually Identifiable Health Information as determined by VHA.

15.1.5 For contractors and business associates who are granted access to VHA computer systems, this requirement is met by completing VHA National Privacy Policy training or other VHA approved privacy training. Proof of training is required upon request.

16. PERFORMANCE, DELIVERY, INSPECTION AND ACCEPTANCE

16.1 PERFORMANCE, DELIVERY, INSPECTION AND ACCEPTANCE Requirements

16.1.1 Except as otherwise provided VA shall require the Contractor to deliver items ordered under this contract no later than 48 hours after acceptance of a purchase/delivery order. The Contractor shall notify the VA Prosthetic Representative and show cause in the event he is unable to deliver the required items in accordance with the Government's required delivery date.

16.1.2 In the event the Government determines necessary, the ordering activity shall telephonically contact the Contractor and request the delivery of prosthetics equipment appliance on an expedited basis. The Contractor shall respond within 24 hours to such request and expedited delivery shall be mutually agreed upon. Any additional costs incurred by the Contractor for meeting this requirement shall be negotiated in accordance with Federal Acquisition Regulation Clause 52.212-4, Contract Terms and Conditions--Commercial Items. Failure by the Contractor to deliver the ordered prosthetics equipment on an expedited basis, or otherwise fulfill the agreed upon requirements, shall constitute an event of default, and the Contracting Officer shall undertake any action authorized pursuant to this solicitation, or otherwise in accordance with applicable statutes and regulations.

16.1.3 The Contractor guarantees the prosthetics equipment against defective material and/or workmanship for a minimum of 90 calendar days from the date of acceptance. Manufacturer's warranties of prosthetics equipment components that extend beyond the minimum 90-day period shall be expressed and also enforced. The Contractor agrees to furnish without additional cost to the Government, all labor and materials necessary to correct defects that were detected during the guarantee period.

16.1.4 The Contractor shall immediately notify all effected NTXVAHCS (s) and contracting activities in the event of a product recall, removal, required adjustment, or required modification that is suggested or mandated by the Contractor, distributor, manufacturer, or any regulatory or official agency. The information that shall be included in this notification includes:

1. A complete item description, identification.
2. Administrative identification data including contract number, order numbers, and order date.
3. Reasons for recall, removal, adjustment, or modification.
4. Instructions for appropriate corrective action.

17. QUALITY ASSURANCE

17.1. To assure Contractor compliance with JCAHO (or other recognized, accredited healthcare organization) standards and contract requirements, monthly and/or quarterly monitors shall be performed. These shall include quarterly inspections of the Contractor's facilities, warehouse, and delivery/pickup vehicles. Inspections may be announced or unannounced.

Performance Objective	**Frequency**	**Acceptable Quality Level**	**Method of Performance Assessment**
Contract compliance with JCAHO or equivalent standards	Monthly and/or Quarterly	Contractor remains compliant	Monthly and/or quarterly monitors and quarterly inspections of the Contractor's facility
Inventory reporting	Weekly	Report submitted by close of business Monday	COR/designee review of weekly inventory report
Patient satisfaction review	Monthly	Monthly review completed	Performance improvement review and monthly patient satisfaction survey review
Quarterly service summary and JC standards reporting	Quarterly	Report submitted by required due date	COR/designee review of quarterly report package
Sentinel event and emergent patient safety reporting	Immediate / within required written follow-up period	100% reporting compliance	Incident notification review and written follow-up tracking

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Durable Medical Equipment (DME) Services – North Texas VA Health Care System (NTXVHCS) Contractor shall provide all labor, equipment, facilities, and management necessary to perform DME services for eligible beneficiaries throughout the NTXVHCS service area. Services include delivery, setup/installation, pickup, storage, cleaning/disinfecting, minor repairs, preventive maintenance, patient/caregiver instruction, home safety checks, and inventory management of VA-owned DME, in full compliance with the Performance Work Statement (PWS). Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q999 - Medical - Other	1.00	JB	_____	_____
1001	Durable Medical Equipment (DME) Services – North Texas VA Health Care System (NTXVHCS) Contractor shall provide all labor, equipment, facilities, and management necessary to perform DME services for eligible beneficiaries throughout the NTXVHCS service area. Services include delivery, setup/installation, pickup, storage, cleaning/disinfecting, minor repairs, preventive maintenance, patient/caregiver instruction, home safety checks, and inventory management of VA-owned DME, in full compliance with the Performance Work Statement (PWS). Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q999 - Medical - Other	1.00	JB	_____	_____
2001	Durable Medical Equipment (DME) Services – North Texas VA Health Care System (NTXVHCS) Contractor shall provide all labor, equipment, facilities, and management necessary to perform DME services for eligible beneficiaries throughout the NTXVHCS service area. Services include delivery, setup/installation, pickup, storage, cleaning/disinfecting, minor repairs, preventive maintenance, patient/caregiver instruction, home safety checks, and inventory management of VA-owned DME, in full compliance with the Performance Work Statement (PWS). Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q999 - Medical - Other	1.00	JB	_____	_____
3001		1.00	JB	_____	_____

	Durable Medical Equipment (DME) Services – North Texas VA Health Care System (NTXVHCS) Contractor shall provide all labor, equipment, facilities, and management necessary to perform DME services for eligible beneficiaries throughout the NTXVHCS service area. Services include delivery, setup/installation, pickup, storage, cleaning/disinfecting, minor repairs, preventive maintenance, patient/caregiver instruction, home safety checks, and inventory management of VA-owned DME, in full compliance with the Performance Work Statement (PWS). Contract Period: Option 3 POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q999 - Medical - Other				
4001		1.00	JB	_____	_____
	Durable Medical Equipment (DME) Services – North Texas VA Health Care System (NTXVHCS) Contractor shall provide all labor, equipment, facilities, and management necessary to perform DME services for eligible beneficiaries throughout the NTXVHCS service area. Services include delivery, setup/installation, pickup, storage, cleaning/disinfecting, minor repairs, preventive maintenance, patient/caregiver instruction, home safety checks, and inventory management of VA-owned DME, in full compliance with the Performance Work Statement (PWS). Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q999 - Medical - Other				
				GRAND TOTAL	_____

B.4 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
0001,1001, 2001,3001, 4001	SHIP TO: North Texas VA Medical Center Prothetics Services 4500 South Lancaster Road Dallas, TX 75216 USA MARK FOR: Andre Judkins 214-857-2103 andre.judkins@va.gov	1.00	

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

(a) *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.

(b) *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.

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

(d) 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 at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(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 such as, 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. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(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) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *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 which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *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; and

(D) Contractor point of contact.

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

(6) *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 33.211 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 32.607-2).

(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 default termination.

(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 prescribed in FAR 32.608-2 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 hereunder 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. 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 hereunder 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) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *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; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *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 Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(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 (u)(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.

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

(End of Clause)

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

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

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

C.2 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 9/1/2026 through 8/31/2031.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $150,000;

(2) Any order for a combination of items in excess of $400,000; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the

Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

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

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

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

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 8/31/2031.

(End of Clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days from expiration of contract base or option year.

(End of Clause)

C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days from expiration of contract base or option year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.7 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.8 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.9 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.10 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the

suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

VA-owned durable medical equipment (DME), including hospital beds, mattresses, side rails, trapeze assemblies, patient lifts (e.g., Hoyer lifts), wheelchairs (manual and power), scooters, commode chairs, shower chairs, tub transfer benches, rollators, over-bed tables, and any other VA-owned equipment furnished for delivery, pickup, storage, cleaning, repair, preventive maintenance, or disposal in accordance with the Performance Work Statement.

(End of Clause)

C.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.245-1	GOVERNMENT PROPERTY ALTERNATE I (APR 2012)	SEP 2021
52.245-9	USE AND CHARGES	APR 2012

C.12 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

(a) Elsewhere in this contract or agreement; or

(b) In individual orders placed under this contract or agreement.

(End of Clause)

C.13 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

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

(End of Clause)

C.14 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor’s products or services or considers the Contractor’s products or services superior to other products or services.

(End of Clause)

C.15 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (NOV 2018)

(a) The Contractor shall conform to the standards established by: The Joint Commission (JCAHO), EPA, OSHA, DOT applicable manufacturer standards as to DME cleaning, safety, maintenance, repair, and infection-con.

(b) The Contractor shall submit proof of conformance to the standard. This proof may be a label or seal affixed to the equipment or supplies, warranting that the item(s) have been tested in accordance with the standards and meet the contract requirement. Proof may also be furnished by the organization listed above certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(c) Offerors may obtain the standards cited in this provision by submitting a request, including the solicitation number, title and number of the publication to: The Joint Commission (JCAHO), EPA, OSHA, DOT

(d) The offeror shall contact the Contracting Officer if response is not received within two weeks of the request.

(End of Clause)

C.16 VAAR 852.211-76 LIQUIDATED DAMAGES – REIMBURSEMENT FOR DATA BREACH COSTS (FEB 2023) ALTERNATE I (FEB 2023)

(a) *Definition*. As used in this clause, ‘‘contract’’ means any contract, agreement, order or other instrument and encompasses the definition set forth in FAR 2.101.

(b) *Non-disclosure requirements*. As a condition of performance under a contract, order, agreement, or other instrument that requires access to sensitive personal information as defined in VAAR 802.101, the following is expressly required—

(1) The Contractor, subcontractor, their employees or business associates shall not, directly or through an affiliate or employee of the Contractor, subcontractor, or business associate, disclose sensitive personal information to any other person unless the disclosure is lawful and is expressly permitted under the contract; and

(2) The Contractor, subcontractor, their employees or business associates shall immediately notify the Contracting Officer and the Contracting Officer’s Representative (COR) of any security incident that occurs involving sensitive personal information.

(c) *Liquidated damages*. If the Contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of [$100.00] per affected individual in order to cover costs related to the notification, data breach analysis and credit monitoring. In the event the Contractor provides payment of actual damages in an amount determined to be adequate by the Contracting Officer, the Contracting Officer may forgo collection of liquidated damages.

(d) *Purpose of liquidated damages*. Based on the results from VA’s determination that there was a data breach caused by Contractor’s or any of its agents’ failure to protect or otherwise engaging in conduct to cause a data breach of VA sensitive personal information, and as directed by the Contracting Officer, the Contractor shall be responsible for paying to the VA liquidated damages in the amount of [$100.00] per affected individual to cover the cost of the following:

(1) Notification related costs.

(2) Credit monitoring reports.

(3) Data breach analysis and impact.

(4) Fraud alerts.

(5) Identity theft insurance.

(e) *Relationship to termination clause, if applicable*. If the Government terminates this contract in whole or in part under the Termination for cause paragraph, FAR 52.212–4(m), Contract Terms and Conditions—Commercial Products and Commercial Services, the Contractor is liable for damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These damages are in addition to costs of repurchase as may be required under the Termination clause.

(End of Clause)

C.17 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

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

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

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

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

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

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

(2) *Supplies/products*.

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.18 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification

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

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.19 VAAR 852.222-71 COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION)(APR 2025)

(a) The contractor shall comply with Executive Order 13899, Combating Anti-Semitism, pursuant to Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

(b) The contractor shall timely disclose, in writing, to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation under Executive Order 13899, Combatting Anti-Semitism pursuant to the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

(c) The contractor shall include the terms and conditions of this clause in every subcontract or purchase order so that these terms will be binding on every subcontractor or vendor.

(End of Clause)

C.20 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.21 VAAR 852.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY (OCT 2019)

It is the policy of the Department of Veterans Affairs that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of VA programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this contract, the Contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The Contractor shall include this clause in all subcontracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with this policy.

(End of Clause)

C.22 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

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

(End of Clause)

(End of Addendum to 52.212-4)

C.23 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION FEB 2025)

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

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

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

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

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

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

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

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

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

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

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

[] (3) [Reserved]

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

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

[] (6) [Reserved]

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

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

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

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

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

[] (ii) Alternate I (DEC 2023) of 52.204–30.

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

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

[] (14) [Reserved]

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

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

[] (17) [Reserved]

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

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

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

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

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

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

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

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

[] (iv) Alternate III (JAN 2025) of 52.219–9.

[] (v) Alternate IV (JAN 2025) of 52.219–9.

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

[] (ii) [Reserved]

[] (23) 52.219–14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

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

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

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

[] (ii) Alternate I (MAR 2020) of 52.219–28.

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

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

[] (29) [Reserved]

[] (30) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

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

[] (32) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).

[] (33) [Reserved]

[] (34) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

[] (44) [Reserved]

[] (45) [Reserved]

[X] (46) 52.223-23, Sustainable Products and Services (MAY 2024) (DEVIATION FEB 2025) (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

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

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

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

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

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

[] (ii) Alternate I [Reserved].

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

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

[] (v) Alternate IV (OCT 2022) of 52.225-3.

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

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

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

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

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

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

[X] (56) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

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

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

[X] (59) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

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

[X] (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

Employee Class	Monetary Wage-Fringe Benefits

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

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

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

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

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

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

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

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

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

(ix) [Reserved]

(x) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.24 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at https://www.vaoig.gov/hotline/online-forms and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION, North Texas VA Healthcare System, AND

Purpose. The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) North Texas VA Healthcare System and in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules ("HIPAA Rules"), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI) under the terms and conditions specified below.

Scope. Under this Agreement and other applicable contracts or agreements, will provide NTX DME Services services to, for, or on behalf of North Texas VA Healthcare System.

In order for to provide such services, North Texas VA Healthcare System will disclose PHI to and will use or disclose PHI in accordance with this Agreement.

Definitions. Unless otherwise provided, the following terms used in this Agreement have the same meaning as defined by the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

"Business Associate" shall have the same meaning as described at 45 C.F.R. § 160.103. For the purposes of this Agreement, Business Associate shall refer to , including its employees, officers, or any other agents that create, receive, maintain, or transmit PHI as described below.

"Covered Entity" shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Covered Entity shall refer to North Texas VA Healthcare System.

"Protected Health Information" or "PHI" shall have the same meaning as described at 45 C.F.R. § 160.103. "Protected Health Information" and "PHI" as used in this Agreement include "Electronic Protected Health Information" and "EPHI." For the purposes of this Agreement and unless otherwise provided, the term shall also refer to PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or receives from Covered Entity or another Business Associate.

"Subcontractor" shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Subcontractor shall refer to a contractor of any person or entity, other than Covered Entity, that creates, receives, maintains, or transmits PHI under the terms of this Agreement.

Terms and Conditions. Covered Entity and Business Associate agree as follows:

1. Ownership of PHI. PHI is and remains the property of Covered Entity as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate agreement is in place.

2. Use and Disclosure of PHI by Business Associate. Unless otherwise provided, Business Associate:

A. May not use or disclose PHI other than as permitted or required by this Agreement, or in a manner that would violate the HIPAA Privacy Rule if done by Covered Entity, except that it may use or disclose PHI:

(1) As required by law or to carry out its legal responsibilities;

(2) For the proper management and administration of Business Associate; or

(3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

B. Must use or disclose PHI in a manner that complies with Covered Entity's minimum necessary policies and procedures.

C. May de-identify PHI created or received by Business Associate under this Agreement at the request of the Covered Entity, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.

3. Obligations of Business Associate. In connection with any Use or Disclosure of PHI, Business Associate must:

A. Consult with Covered Entity before using or disclosing PHI whenever Business Associate is uncertain whether the Use or Disclosure is authorized under this Agreement.

B. Implement appropriate administrative, physical, and technical safeguards and controls to protect PHI and document applicable policies and procedures to prevent any Use or Disclosure of PHI other than as provided by this Agreement.

C. Provide satisfactory assurances that PHI created or received by Business Associate under this Agreement is protected to the greatest extent feasible.

D. Notify Covered Entity within twenty-four (24) hours of Business Associate's discovery of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI.

(1) Any incident as described above will be treated as discovered as of the first day on which such event is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

(2) Notification shall be sent to and and to the VHA Health Information Access Office, Business Associate Program Manager by email at VHABAAIssues@va.gov.

(3) Business Associate shall not notify individuals or the Department of Health and Human Services directly unless Business Associate is not acting as an agent of Covered Entity but in its capacity as a Covered Entity itself.

E. Provide a written report to Covered Entity of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI, within ten (10) business days of the initial notification.

(1) The written report of an incident as described above will document the following:

(a) The identity of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified, or destroyed;

(b) A description of what occurred, including the date of the incident and the date of the discovery of the incident (if known);

(c) A description of the types of secured or unsecured PHI that was involved;

(d) A description of what is being done to investigate the incident, to mitigate further harm to Individuals, and to protect against future incidents; and

(e) Any other information as required by 45 C.F.R. §§ 164.404(c) and 164.410.

(2) The written report shall be addressed to:

and submitted by email to and to the VHA Health Information Access Office, Business Associate Program Manager at VHABAAIssues@va.gov

F. To the greatest extent feasible, mitigate any harm due to a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate.

G. Use only contractors and Subcontractors that are physically located within a jurisdiction subject to the laws of the United States, and ensure that no contractor or Subcontractor maintains, processes, uses, or discloses PHI in any way that will remove the information from such jurisdiction. Any modification to this provision must be approved by Covered Entity in advance and in writing.

H. Enter into Business Associate Agreements with contractors and Subcontractors as appropriate under the HIPAA Rules and this Agreement. Business Associate:

(1) Must ensure that the terms of any Agreement between Business Associate and a contractor or Subcontractor are at least as restrictive as Business Associate Agreement between Business Associate and Covered Entity.

(2) Must ensure that contractors and Subcontractors agree to the same restrictions and conditions that apply to Business Associate and obtain satisfactory written assurances from them that they agree to those restrictions and conditions.

(3) May not amend any terms of such Agreement without Covered Entity’s prior written approval.

I. Within five (5) business days of a written request from Covered Entity:

(1) Make available information for Covered Entity to respond to an Individual's request for access to PHI about him/her.

(2) Make available information for Covered Entity to respond to an Individual's request for amendment of PHI about him/her and, as determined by and under the direction of Covered Entity, incorporate any amendment to the PHI.

(3) Make available PHI for Covered Entity to respond to an Individual's request for an accounting of Disclosures of PHI about him/her.

J. Business Associate may not take any action concerning an individual's request for access, amendment, or accounting other than as instructed by Covered Entity.

K. To the extent Business Associate is required to carry out Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the provisions that apply to Covered Entity in the performance of such obligations.

L. Provide to the Secretary of Health and Human Services and to Covered Entity records related to Use or Disclosure of PHI, including its policies, procedures, and practices, for the purpose of determining Covered Entity's, Business Associate's, or a Subcontractor's compliance with the HIPAA Rules.

M. Upon completion or termination of the applicable contract(s) or agreement(s), return or destroy, as determined by and under the direction of Covered Entity, all PHI and other VA data created or received by Business Associate during the performance of the contract(s) or agreement(s). No such information will be retained by Business Associate unless retention is required by law or specifically permitted by Covered Entity. If return or destruction is not feasible, Business Associate shall continue to protect the PHI in accordance with the Agreement and use or disclose the information only for the purpose of making the return or destruction feasible, or as required by law or specifically permitted by Covered Entity. Business Associate shall provide written assurance that either all PHI has been returned or destroyed, or any information retained will be safeguarded and used and disclosed only as permitted under this paragraph.

N. Be liable to Covered Entity for civil or criminal penalties imposed on Covered Entity, in accordance with 45 C.F.R. §§ 164.402 and 164.410, and with the HITECH Act, 42 U.S.C. §§ 17931(b), 17934(c), for any violation of the HIPAA Rules or this Agreement by Business Associate.

4. Obligations of Covered Entity. Covered Entity agrees that it:

A. Will not request Business Associate to make any Use or Disclosure of PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if made by Covered Entity, except as permitted under Section 2 of this Agreement.

B. Will promptly notify Business Associate in writing of any restrictions on Covered Entity's authority to use or disclose PHI that may limit Business Associate's Use or Disclosure of PHI or otherwise affect its ability to fulfill its obligations under this Agreement.

C. Has obtained or will obtain from Individuals any authorization necessary for Business Associate to fulfill its obligations under this Agreement.

D. Will promptly notify Business Associate in writing of any change in Covered Entity's Notice of Privacy Practices, or any modification or revocation of an Individual's authorization to use or disclose PHI, if such change or revocation may limit Business Associate's Use and Disclosure of PHI or otherwise affect its ability to perform its obligations under this Agreement.

5. Amendment. Business Associate and Covered Entity will take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the HIPAA Rules or other applicable law.

6. Termination.

A. Automatic Termination. This Agreement will automatically terminate upon completion of Business Associate's duties under all underlying Agreements or by termination of such underlying Agreements.

B. Termination Upon Review. This Agreement may be terminated by Covered Entity, at its discretion, upon review as provided by Section 9 of this Agreement.

C. Termination for Cause. In the event of a material breach by Business Associate, Covered Entity:

(1) Will provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity;

(2) May terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.

E. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate Agreement is in place.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement confers any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than Covered Entity and Business Associate, including their respective successors or assigns.

8. Other Applicable Law. This Agreement does not abrogate any responsibilities of the parties under any other applicable law.

9. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability and accuracy of the Agreement based on the circumstances that exist at the time of review.

10. Effective Date. This Agreement shall be effective on the last signature date below.

Department of Veterans Affairs

Veterans Health Administration

North Texas VA Healthcare System

By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

D.2 WAGE DETERMINATIONS

See attached document: WD 2015-5227 Rev 28 5.13.26.

See attached document: WD 2015-5231 Rev 32 5.13.26.

See attached document: WD 2015-5255 Rev 29 5.13.26.

See attached document: WD 2015-5261 Rev 29 5.13.26.

See attached document: WD 2015-5273 Rev 32 5.13.26.

See attached document: WD 2015-5275 Rev 32 5.13.26.

See attached document: WD 2015-5277 Rev 32 5.13.26.

See attached document: WD 2015-5295 Rev 32 5.13.26.

See attached document: WD 2015-5807 Rev 29 5.13.26.

See attached document: WD 2015-5811 REV29 5.13.26.

See attached document: WD 2015-5839 Rev 32 5.13.26.

See attached document: WD 2015-5843 Rev 29 2.13.26.

See attached document: WD 2015-5845 Rev 28 5.13.26.

See attached document: WD 2015-6009 Rev 4 5.13.26.

SECTION E - SOLICITATION PROVISIONS

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

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

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

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

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

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

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

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

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

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

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

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

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

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

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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

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

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

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

The following is incorporated in 52.212-1 as an addendum to this solicitation.

This solicitation is issued as a 100% SDVOSB set aside. Vendor must be registered for NAICS 621610 in SAM.gov to be eligible for award and must also be registered as SDVOSB in SBA.gov.

Quotes due 7/21/2026 at 10:00 AM CST.

Email proposal to Jennifer Stringer at jennifer.stringer@va.gov , and cc (carbon copy) via email to David Luttrell at david.luttrell@va.gov .

Point of Contact:

Jennifer Stringer

Senior Contract Specialist/Contracting Officer

Network Contracting Office (NCO) 17

1901 Veterans Memorial Drive

Temple, TX 76504

Phone: 254-421-3957

Email: jennifer.stringer@va.gov

I. TECHNICAL QUESTIONS:

Technical questions shall be accepted in writing via email ONLY no later than 1:00 PM CST on 07/06/2026.

Subject line must read: “Technical Questions – 36C25726Q0676 NTX DME (Durable Medical Equipment) Services ”

Submit questions to Jennifer Stringer at jennifer.stringer@va.gov and cc David Luttrell at david.luttrell@va.gov .

Include the specific section/page number referenced in each question.

Responses will be posted via amendment to RFQ on SAM.gov Contract Opportunities.

II. OFFER SUBMITTAL INSTRUCTIONS:

Offerors shall submit proposals in THREE (3) PDF volumes as follows:

Volume I – Signed Documents

- Cover letter on company letterhead, signed by an authorized official.
- Signed SF 1449.
- Signed acknowledgment of all amendments.

Volume II – Technical Proposal

- Technical proposal narrative stating how you plan to perform requirements listed in Performance Work Statement (PWS)
- Storage Facility Compliance (PWS 6.2)
- Delivery, Pickup, and Emergency Response Capability (PWS 5.1–5.3)
- Infection Control Plan (PWS 6.3 & 13)
- Repair and Preventive Maintenance Capability (PWS 7.1–7.2)
- Inventory Management & Reporting Procedures (PWS 10 & 12)
- Patient Education & Documentation Procedures (PWS 12.1.3 & 12.1.8)
- Staffing Competency & Training (PWS 12.1.19)
- Insurance Compliance Documentation (PWS 12.1.4)

Volume III – Price Schedule

- Completed Price/Cost Schedule with all pricing fields populated.
- Narrative describing monthly invoicing processes per the PWS.

III. PERIOD FOR ACCEPTANCE OF OFFERS:

Offeror agrees to hold prices firm for 30 calendar days from the date of receipt of offers.

IV. BASIS OF AWARD:

Award will be made to the responsible SDVOSB offeror whose quotation represents the best value to the Government after performing a comparative analysis of all quotations in accordance with FAR Part 13. The Government will compare the strengths, weaknesses, and risks of each quotation to determine which offer provides the greatest overall benefit. **Technical Capability and Past Performance, when combined, are significantly more important than Price; however, Price will become more important as quotations are evaluated as more equal in non-price factors.** The Government may award to other than the lowest-priced offeror when a higher-priced quotation provides superior value or reduced performance risk.

Award may be made without discussions, and the selected quotation must comply with all material solicitation requirements and not exceed available funding.

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

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

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

Jennifer Stringer

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office (NCO) 17
Central Texas Veterans HCS
1901 Veterans Memorial DR
Temple TX 76504
Mailing Address:

Department of Veterans Affairs

Network Contracting Office (NCO) 17
Central Texas Veterans HCS
1901 Veterans Memorial DR
Temple TX 76504

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

(End of Provision)

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

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

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

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

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

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

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

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

(f) *Iran Representation and Certifications*.

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

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

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

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

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

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

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

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

(g) *Disclosure*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

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

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

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

(End of Provision)

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020

E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

(a) Any protest filed by an interested party shall—

(1) Include the name, address, fax number, email and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.9 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.10 VAAR 852.239-75 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE (FEB 2023)

(a) Any offeror responding to this solicitation must comply with established VA Information and Communication Technology (ICT) (formerly Electronic and Information (EIT)) accessibility standards. Information about Section 508 is available at *http://www.section508.va.gov/*.

(b) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 852.239–75, Information and Communication Technology Accessibility. In order to facilitate the Government's determination whether proposed ICT supplies meet applicable Section 508 accessibility standards, offerors must submit appropriate VA Section 508 Checklists, in accordance with the checklist completion instructions. The purpose of the checklists is to assist VA acquisition and program officials in determining whether proposed ICT supplies, or information, documentation and services conform to applicable Section 508 accessibility standards. The checklists allow offerors or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues.

(c) Respondents to this solicitation must identify any exception to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(End of Provision)

(End of Addendum to 52.212-1)

E.11 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

Technical Capability

Past Performance

Price

Technical and past performance, when combined, are more important than price.

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

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

(End of Provision)

E.12 ADDENDUM TO FAR 52.212-2 – EVALUATION FACTORS (UPDATED)

A. BASIS FOR AWARD

Award will be made to the responsible SDVOSB offeror whose quotation represents the best value to the Government after performing a comparative analysis of all quotations in accordance with FAR Part 13. The Government will compare the strengths, weaknesses, and risks of each quotation to determine which offer provides the greatest overall benefit. **Technical Capability and Past Performance, when combined, are significantly more important than Price; however, Price will become more important as quotations are evaluated as more equal in non-price factors.** The Government may award to other than the lowest-priced offeror when a higher-priced quotation provides superior value or reduced performance risk.

Award may be made without discussions, and the selected quotation must comply with all material solicitation requirements and not exceed available funding.

B. EVALUATION FACTORS

- Technical Capability
- Past Performance
- Price

Technical Capability and Past Performance, when combined, are significantly more important than Price.

1. TECHNICAL CAPABILITY

- Storage Facility Compliance (PWS 6.2)
- Delivery, Pickup, and Emergency Response Capability (PWS 5.1–5.3)
- Infection Control Plan (PWS 6.3 & 13)
- Repair and Preventive Maintenance Capability (PWS 7.1–7.2)
- Inventory Management & Reporting (PWS 10 & 12)
- Patient Education & Documentation (PWS 12.1.3 & 12.1.8)
- Staffing Competency & Training (PWS 12.1.19)
- Insurance Compliance (PWS 12.1.4)

2. PAST PERFORMANCE

Recency, relevance, and quality of past performance. CPARS, if available, will be used.

3. PRICE

Evaluated for fairness, reasonableness, and completeness.

E.13 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION FEB 2025)

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

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

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

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

accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

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

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

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

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

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

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

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

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

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

Small business concern—

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

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

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

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

(d) [Reserved]

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

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

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

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

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

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

(2) Foreign End Products:

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

[*List as necessary*]

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

[*List as necessary*]

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

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

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

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

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

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

Line item No.	Country of origin

[*List as necessary*]

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

Other Foreign End Products:

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

[*List as necessary*]

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

[*List as necessary*]

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

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

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

Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

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

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

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

Korean End Products or Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

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

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

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

Other End Products:

Line item No.	Country of origin

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy

American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the

taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin

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

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

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

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

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

(2) __ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

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

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

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

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

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent.*

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

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has

considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

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

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

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

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

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

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

Predecessor legal name: ____.

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

(s) [Reserved]

(t) [Reserved]

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

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

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully

reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

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

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

(2) The Offeror represents that—

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

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

(End of Provision)