A.1 COMBINED SYNOPSIS/SOLICITATION

1.This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Part 12, Simplified Acquisition Procedures for Certain Commercial Items and FAR Part 16 Types of Contracts as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. The Government will evaluate quotations using the comparative evaluation process outlined in FAR 13.106-2(b)(3), where quotations will be compared to one another to determine which provides the best benefit to the Government.

2. The combined synopsis/solicitation number is 36C25626Q0909.

3. Solicitation documents and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2026-01 (eff. 03/13/2026) FAR Deviation APR 2026 (eff. 04/23/2026) VAAR DEVIATION MAY 2026 (eff. 05/12/2026) VAAM Alert 26-01 (eff. 10/01/2025) Acquisition Policy Flash 26-30 eff. 05/12/2026)

4. This requirement is un-restricted. The North American Industry Classification System number is 334516 with a size standard of 1000 EMP.

5. Place of Performance:

Central Arkansas Veterans Healthcare System
John L. McClellan Memorial Veterans' Hospital
4300 W. 7th St.
Little Rock, AR 72205

6. Period of Performance: Five (5) Years

7. All questions regarding this solicitation shall be submitted via email to Contracting Specialist, T Miller at t.miller@va.gov no later than 3:00 PM CST by 06/22/2026.

8. Quotes are due no later than 07/03/2026 at 3:00 PM CST and shall be submitted electronically via e-mail to the Contracting Specialist, T Miller at t.miller@va.gov.

COMBINE SYNOPSIS/SOLICTATION APPLICABLE Provisions and Clauses
The provision at 52.212-1 Introduction to Offerors – Commercial, applies to this acquisition.
The provision at 52.212-2 EVALUATION – COMMERCIAL ITEMS (NOV 2021) applies to this acquisition.

The clause at 52.212-4, Contract Terms and Conditions – Commercial Items, applies to this acquisition and a statement. The addendum to FAR 52.212-4 also applies to this acquisition. Addendum to FAR 52.212-4 Show FAR clauses followed by VAAR clauses in numeric order. Solicitation contains a list of all clauses incorporated by reference in numeric order under 52.252-2 (see below), starting first with FAR and followed by VAAR.

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SECTION B - CONTINUATION OF COMBINED SYNOPSIS /SOLICITATION

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contract Specialist 36C256
T. Miller
t.miller@va.gov
Department of Veterans Affairs
Network Contracting Office 16
Galleria Financial Center
5075 Westheimer Road, Suite 750
Houston, Tx, 77056-5643

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

3. INVOICES: Invoices shall be submitted in arrears:

a. 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.

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

AMENDMENT NO	DATE

(1) Orders may be issued by mail, email, or facsimile.

(2) Orders may only be placed by warranted contracting officers of VHA NCO 16.

(3) Orders will be priced based on the price(s) in effect on the date the order is signed by the Contracting Officer.

(4) All quantities listed in the price schedule are estimated quantities. Contractor shall invoice for actual quantities expended, not estimated quantities.

(5) The guaranteed minimum award amount for this contract is $125.00.

(6) The maximum aggregate value of orders that can be placed under this contract is $850,000.00. This amount shall not be exceeded by any individual order, or combination of orders placed. The Government does not guarantee that it will place any orders under this contract more than the guaranteed minimum award amount.

(7) Neither this contract nor any order placed against it authorize payment of any cancellation charges to the contractor or any other entity, including but not limited to subcontractors.

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	EA	_____	_____
	BPX2200,ANALYZER SYSTEM Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies MANUFACTURER PART NUMBER (MPN): br6600000RM				
0002		1.00	EA	_____	_____
	BPX Bag Waste Biohazard 14x19 br6600820 Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies MANUFACTURER PART NUMBER (MPN): br6600820				
0003		135.00	KT	_____	_____
	BioPlex 2200 Syphilis Total & RPR Reagent Pack 12000650				

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 12000650

0004 45.00 KT _____ _____

BioPlex 2200 ToRC IgM Reagent Pack 12000670

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 12000670

0005 35.00 KT _____ _____

BPX2200 Lyme Total 200 Tests 12000876

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies

MANUFACTURER PART NUMBER (MPN): 12000876

0006 350.00 KT _____ _____

BioPlex 2200 ANA Screen Reagent Pack 6651150

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6651150

0007 65.00 KT _____ _____

BioPlex 2200 EBV IgG Reagent Pack 6651250

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6651250

0008 65.00 KT _____ _____

BioPlex 2200 EBV IgM Reagent Pack 6651350

Contract Period: Base

POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6651350

0009 50.00 KT _____ _____

BioPlex 2200 ToRC IgG Reagent Pack 6651650

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6651650

0010 65.00 KT _____ _____

BioPlex 2200 Vasculitis Reagent Pack 6651850

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6651850

0011	55.00	KT	_____	_____

BioPlex 2200 APLS IgG Reagent Pack 6651950

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6651950

0012	55.00	KT	_____	_____

BioPlex 2200 APLS IgM Reagent Pack 6652050

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6652050

0013	50.00	KT	_____	_____

BioPlex 2200 APLS IgA Reagent Pack 6652150

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and

Supplies
MANUFACTURER PART NUMBER (MPN): 6652150

0014 55.00 KT _____ _____

BioPlex 2200 Celiac IgG Reagent Pack 6652250

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6652250

0015 65.00 KT _____ _____

BioPlex 2200 Celiac IgA Reagent Pack 6652350

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6652350

0016 95.00 KT _____ _____

BioPlex 2200 MMRV IgG Reagent Pack 6652450

Contract Period: Base

POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6652450

0017 45.00 KT _____ _____

BioPlex 2200 Anti-CCP Reagent Pack 6653250

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6653250

0018 50.00 KT _____ _____

BioPlex 2200 HSV-1 & HSV-2 IgG Reagent Pack 6653350

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6653350

0019	35.00	KT	_____	_____

BioPlex 2200 HIV Ag-Ab Reagent Kit 6653455

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6653455

0020	35.00	KT	_____	_____

BioPlex 2200 25-OH Vitamin D Reagent Pack 6653750

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6653750

0021	170.00	EA	_____	_____

Instrument Wash Buffer 6600818

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and

Supplies
MANUFACTURER PART NUMBER (MPN): 6600818

0022 35.00 EA _____ _____

Manual Rgt.PK Piercer HIV BPX 6600306

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6600306

0023 135.00 BG _____ _____

Reaction Vessels 6602003

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6602003

0024 35.00 SE _____ _____

BioPlex 2200 Syphilis Total & RPR Calibrator Set 12000651

Contract Period: Base

POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 12000651

0025 35.00 SE _____ _____

BioPlex 2200 ToRC IgM Calibrator Set 12000677

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 12000677

0026 20.00 SE _____ _____

BioPlex 2200 Lyme Total Calibrator Set 12000877

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 12000877

0027	25.00	EA	_____	_____

BPX2200 Sample Dilution Buffer 12006863

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 12006863

0028	5.00	EA	_____	_____

BPX Sodium Hydroxide 1N 6600578

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6600578

0029	85.00	BX	_____	_____

Instrument Sheath Fluid 6600817

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and

Supplies
MANUFACTURER PART NUMBER (MPN): 6600817

0030 40.00 SE _____ _____

BioPlex 2200 ANA Screen Calibrator Set 6631101

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6631101

0031 40.00 SE _____ _____

BioPlex 2200 EBV IgG Calibrator Set 6631200

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6631200

0032 35.00 SE _____ _____

BioPlex 2200 EBV IgM Calibrator Set 6631300

Contract Period: Base

POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6631300

0033 35.00 SE _____ _____

BioPlex 2200 ToRC IgG Calibrator Set 6631600

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6631600

0034 35.00 SE _____ _____

BioPlex 2200 Vasculitis Calibrator Set 6631800

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6631800

0035 65.00 SE _____ _____

BioPlex 2200 APLS IgG Calibrator Set 6631900

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6631900

0036 65.00 SE _____ _____

BioPlex 2200 APLS IgM Calibrator Set 6632000

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6632000

0037 65.00 SE _____ _____

BioPlex 2200 APLS IgA Calibrator Set 6632100

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and

Supplies
MANUFACTURER PART NUMBER (MPN): 6632100

0038 35.00 SE _____ _____

BioPlex 2200 Celiac IgG Calibrator Set 6632200

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6632200

0039 35.00 SE _____ _____

BioPlex 2200 Celiac IgA Calibrator Set 6632300

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6632300

0040 35.00 SE _____ _____

BioPlex 2200 MMRV IgG Calibrator Set 6632400

Contract Period: Base

POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6632400

0041 35.00 SE _____ _____

BioPlex 2200 Anti-CCP Calibrator Set 6633200

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6633200

0042 35.00 SE _____ _____

BioPlex 2200 HSV-1 & HSV-2 IgG Calibrator Set 6633300

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6633300

0043 20.00 SE _____ _____

BioPlex 2200 HIV Ag-Ab Calibrator Set 6633405

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6633405

0044 65.00 SE _____ _____

BioPlex 2200 25-OH Vitamin D Calibrator Set 6633700

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6633700

0045 35.00 PG _____ _____

Instrument Detector Calibration Pack 6660001

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and

Supplies
MANUFACTURER PART NUMBER (MPN): 6660001

0046 35.00 PG _____ _____

Instrument Detector Clean Pack 6660002

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6660002

0047 35.00 PG _____ _____

Instrument Probe Cleaning Solution 6660003

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6660003

0048 35.00 SE _____ _____

BioPlex 2200 Syphilis Total & RPR Control Set 12000653

Contract Period: Base

POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 12000653

0049 35.00 SE _____ _____

BioPlex 2200 ToRC IgM Control Set 12000678

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 12000678

0050 35.00 SE _____ _____

BioPlex 2200 Lyme Total Control Set 12000879

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 12000879

0051	35.00	SE	_____	_____

BioPlex 2200 ANA Screen Control Set 6631131

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6631131

0052	35.00	SE	_____	_____

BioPlex 2200 EBV IgG Control Set 6631230

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6631230

0053	35.00	SE	_____	_____

BioPlex 2200 EBV IgM Control Set 6631330

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and

Supplies
MANUFACTURER PART NUMBER (MPN): 6631330

0054 35.00 SE _____ _____

BioPlex 2200 ToRC IgG Control Set 6631630

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6631630

0055 35.00 SE _____ _____

BioPlex 2200 Vasculitis Control Set 6631830

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6631830

0056 35.00 SE _____ _____

BioPlex 2200 APLS IgG Control Set 6631930

Contract Period: Base

POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6631930

0057 35.00 SE _____ _____

BioPlex 2200 APLS IgM Control Set 6632030

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6632030

0058 35.00 SE _____ _____

BioPlex 2200 APLS IgA Control Set 6632130

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6632130

0059	35.00	SE	_____	_____

BioPlex 2200 Celiac IgG Control Set 6632230

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6632230

0060	35.00	SE	_____	_____

BioPlex 2200 Celiac IgA Control Set 6632330

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6632330

0061	35.00	SE	_____	_____

BioPlex 2200 MMRV IgG Control Set 6632430

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and

Supplies
MANUFACTURER PART NUMBER (MPN): 6632430

0062 35.00 SE _____ _____

BioPlex 2200 Anti-CCP Control Set 6633230

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6633230

0063 35.00 SE _____ _____

BioPlex 2200 HSV-1 & HSV-2 IgG Control Set 6633330

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6633330

0064 10.00 SE _____ _____

BioPlex 2200 HIV Ag-Ab Control Set 6633435

Contract Period: Base

POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6633435

0065 15.00 SE _____ _____

BioPlex 2200 25-OH Vitamin D Control Set 6633730

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6633730

0066 5.00 EA _____ _____

BP22 Probe Reagent Sample SS RoHS 12000449

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 12000449

0067 1.00 EA _____ _____

BPX Battery UPS US Only 6600535

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6600535

0068 5.00 EA _____ _____

BPX Syringe w/Teflon Seal 2.5mL 6600809

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies
MANUFACTURER PART NUMBER (MPN): 6600809

0069 5.00 PG _____ _____

BPX Seal Probe 10Pk RoHS 6601058-10

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and

Supplies
MANUFACTURER PART NUMBER (MPN): 6601058-10

0070 1.00 EA _____ _____

BRiCare Remote Service and Support Software (1 unit)

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies

0071 1.00 EA _____ _____

BIOPLEX SILVER SERVICE AGREEMT

Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies

0072 1.00 EA _____ _____

CylanceProtect
Contract Period: Base
POP Begin: 08-01-2026
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory

Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies

GRAND TOTAL _____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001 - 0072	SHIP TO:	Central Arkansas Veterans Healthcare System Pathology and Laboratory Medicine Service 4300 West 7th Street, Room 2E 155 LR Little Rock, AR 72205 USA	See CLINS	08/01/2026 – 07/31/2031

B.4 STATEMENT OF WORK

Bio-Rad BioPlex 2200 (Brand Name or Equal)
Central Arkansas Veterans Healthcare System (CAVHS)
Little Rock, Arkansas

1. **Contract Title:**

   A. BioPlex 2200 Analyzer System, Reagents, Controls, Calibrators, Consumables, Installation, Validation, Training, Maintenance, and Technical Support.

2. **Background:**

   A. The Central Arkansas Veterans Healthcare System (CAVHS), Pathology and Laboratory Medicine Service (PLMS), requires FDA-cleared BioPlex 2200 analyzer and associated reagents, controls, calibrators, and consumable parts to support high-complexity laboratory testing and to improve operational efficiency and patient outcomes. The BioPlex 2200 systems will integrate with the Veterans Health Information Systems and Technology Architecture (VistA/CPRS) and/or the enterprise electronic health record to support automated result transmission and standardized reporting workflows.

   B. Vendors are advised that VA reorganization may necessitate adding additional locations to this contract in the future. Any such additions will be completed by bilateral modification.

   C. Current testing for the affected assays is performed using a combination of manual and semi-automated platforms, which limits throughput, increases hands-on time, and can delay result turnaround times.

   D. Alternative/ brands equipment must be capable of performing FDA cleared, fully automated, random access, multiplex ANA testing and multiplex infectious disease serology on a single platform.

3. **Scope of Work:**

   A. The Contractor shall provide all equipment, reagents, controls, calibrators, consumable parts, software, labor, installation, validation, training, and ongoing maintenance and technical support necessary to furnish fully functional BioPlex 2200 analyzer system at CAVHS and at any additional VA facilities.

   B. CLIN Structure (Average Per Year):

CLIN	Description	Qty	Unit
0001	Syphilis Total & RPR Reagent Pack	27	kit
0002	ToRC IgM Reagent Pack	9	kit
0003	Lyme Total 200 Tests	7	kit

0004	ANA Screen Reagent Pack	70	kit
0005	EBV IgG Reagent Pack	13	kit
0006	EBV IgM Reagent Pack	13	kit
0007	ToRC IgG Reagent Pack	10	kit
0008	Vasculitis Reagent Pack	13	kit
0009	APLS IgG Reagent Pack	11	kit
0010	APLS IgM Reagent Pack	11	kit
0011	APLS IgA Reagent Pack	10	kit
0012	Celiac IgG Reagent Pack	11	kit
0013	Celiac IgA Reagent Pack	13	kit
0014	MMRV IgG Reagent Pack	19	kit
0015	Anti-CCP Reagent Pack	9	kit
0016	HSV-1 & HSV-2 IgG Reagent Pack	10	kit
0017	HIV Ag-Ab Reagent Kit	7	kit
0018	25-OH Vitamin D Reagent Pack	7	kit
0019	Instrument Wash Buffer	34	unit
0020	Manual Rgt.PK Piercer HIV BPX	7	unit
0021	Reaction Vessels	27	bag
0022	Syphilis Total & RPR Calibrator Set	7	set
0023	ToRC IgM Calibrator Set	7	set
0024	Lyme Total Calibrator Set	4	set
0025	BPX2200 Sample Dilution Buffer	5	unit
0026	BPX Sodium Hydroxide 1N	1	unit
0027	Instrument Sheath Fluid	17	box
0028	ANA Screen Calibrator Set	8	set
0029	EBV IgG Calibrator Set	8	set
0030	EBV IgM Calibrator Set	7	set

0031	ToRC IgG Calibrator Set	7	set
0032	Vasculitis Calibrator Set	7	set
0033	APLS IgG Calibrator Set	13	set
0034	APLS IgM Calibrator Set	13	set
0035	APLS IgA Calibrator Set	13	set
0036	Celiac IgG Calibrator Set	7	set
0037	Celiac IgA Calibrator Set	7	set
0038	MMRV IgG Calibrator Set	7	set
0039	Anti-CCP Calibrator Set	7	set
0040	HSV-1 & HSV-2 IgG Calibrator Set	7	set
0041	HIV Ag-Ab Calibrator Set	4	set
0042	25-OH Vitamin D Calibrator Set	13	set
0043	Instrument Detector Calibration Pack	7	pack
0044	Instrument Detector Clean Pack	7	pack
0045	Instrument Probe Cleaning Solution	7	pack
0046	Syphilis Total & RPR Control Set	7	set
0047	ToRC IgM Control Set	7	set
0048	Lyme Total Control Set	7	set
0049	ANA Screen Control Set	7	set
0050	EBV IgG Control Set	7	set
0051	EBV IgM Control Set	7	set
0052	ToRC IgG Control Set	7	set
0053	Vasculitis Control Set	7	set
0054	APLS IgG Control Set	7	set
0055	APLS IgM Control Set	7	set
0056	APLS IgA Control Set	7	set
0057	Celiac IgG Control Set	7	set

0058	Celiac IgA Control Set	7	set
0059	MMRV IgG Control Set	7	set
0060	Anti-CCP Control Set	7	set
0061	HSV-1 & HSV-2 IgG Control Set	7	set
0062	HIV Ag-Ab Control Set	2	set
0063	25-OH Vitamin D Control Set	3	set
0064	BP22 Probe Reagent Sample SS RoHS	1	each
0065	BPX Battery UPS US Only	1	each
0066	BPX Syringe w/Teflon Seal 2.5mL	1	each
0067	BPX Seal Probe 10Pk RoHS	1	pack
0068	Analyzer System	1	each
0069	Bax Waste Biohazard 14x19	1	each

C. Assay Menu and Estimated Annual Volumes:

Assay	**Est. Annual Volume**	**Control Frequency**	**Calibrator Frequency**
ANA Screen	5700	Daily	As needed
SSA	100	Daily	As needed
SSB	100	Daily	As needed
Jo-1	100	Daily	As needed
EA-D IgG	10	Daily	As needed
EBNA IgG	12	Daily	As needed
VCA IgG	18	Daily	As needed
VCA IgM	26	Daily	As needed
RPR positive	120	Daily	As needed
positive titer range	120	Daily	As needed

RPR negative	212	Daily	As needed
Syphilis Total (IgG/IgM)	1908	Daily	As needed
Toxoplasma IgG	14	Daily	As needed
Cytomegalovirus IgG	60	Daily	As needed
Toxoplasma IgM	14	Daily	As needed
Rubella IgM (Qualitative)	419	Daily	As needed
Cytomegalovirus IgM	40	Daily	As needed
HSV-1 IgG	360	Daily	As needed
HSV-2 IgG	360	Daily	As needed
Measles IgG	435	Daily	As needed
Mumps IgG	419	Daily	As needed
Rubella IgG (Qualitative)	419	Daily	As needed
VZV IgG	241	Daily	As needed
Lyme Total Antibody	124	Daily	As needed

D. BioPlex 2200 Systems, Reagents, and Consumables:

1) Provide FDA-cleared BioPlex 2200 analyzer sized and configured for the test menus and workloads specified in each task order.

2) Provide all associated reagents, assay kits, controls, calibrators, and consumables (including but not limited to cuvettes, tubing, probe wash, reaction vessels, instrument-specific filters, waste containers, and other consumable parts) required to perform testing over the term of the contract.

3) Ensure lot-to-lot continuity and ship new lots in time to allow parallel testing during lot-to-lot verification; provide documentation for each lot.

4) Provide current Instructions for Use, Safety Data Sheets (SDS), and package inserts for all products in print and/or electronic format.

E. System Installation and Integration:

1) Deliver, uncrate, install, and configure the BioPlex 2200 analyzer and associate hardware at the designated laboratory locations within CAVHS.

2) Configure instruments to match local test codes, reporting units, critical values, reference intervals, and reflex rules as specified by PLMS and the Contracting Officer's Representative (COR).

3) Implement and test interfaces between the BioPlex 2200 analyzer and the laboratory information system (LIS) and/or middleware, including mapping of orders, results, comments, flags, and QC data.

4) Verify that all installations comply with manufacturer requirements, electrical and environmental conditions, and facility safety, infection control, and occupational health requirements.

F. Method Validation and Verification:

1) Perform or support installation qualification (IQ), operational qualification (OQ), and performance qualification (PQ) as applicable to each instrument and assay.

2) Assist PLMS with method validation/verification studies in accordance with CLIA, CAP, and VA standards, including accuracy, precision, linearity, reportable range, reference interval verification, and method comparison where required.

3) Provide necessary validation materials, guidance documents, and recommended protocols; generate summary reports suitable for inclusion in laboratory validation files and accreditation inspections.

G. System Maintenance and Technical Support:

1) Provide full-service maintenance for all covered BioPlex 2200 analyzers and associated modules, including preventive maintenance, corrective maintenance, service parts, and labor.

2) Provide telephone technical support 24 hours per day, 7 days per week, 365 days per year for instrument and assay issues.

3) Provide remote diagnostic support capabilities when permitted by VA information security policies and approved by the COR.

4) Perform preventive maintenance at manufacturer-recommended intervals, coordinated with PLMS to minimize disruption to patient testing.

5) Provide corrective maintenance with response times that meet or exceed the performance standards in Section 7.

H. Professional Services (As Needed):

1) Provide on-site technical support for complex troubleshooting, workflow optimization, and implementation of new assays or software upgrades.

2) Assist with development and refinement of instrument rules, error-handling parameters, QC rules, and reflex testing algorithms in collaboration with PLMS and LIS staff.

3) Support validation of new tests, parameter changes, and software or firmware updates throughout the contract period.

I. Training and Competency Support:

1) Provide initial and ongoing operator training for CAVHS laboratory staff on BioPlex 2200 system operation, routine and advanced maintenance, troubleshooting, QC management, and reagent handling.

2) Provide training materials, competency checklists, and documentation suitable for use in competency assessments and accreditation audits.

3) Provide refresher training and training for new staff when requested by the COR; training may be onsite and/or virtual, as agreed by the COR and Contractor.

4. Specific Tasks and Deliverables:

A. Customer Service Requirements:

1) The Contractor shall:

2) Provide 24/7/365 telephone technical support for urgent instrument and assay issues.

3) Designate primary and backup technical contacts for escalation by the COR and Laboratory Information Manager.

4) Respond to critical issues (e.g., instrument down, inability to perform patient testing) within 2–4 hours of notification and to non-critical issues no later than the next business day.

5) Document all service requests, actions taken, and final resolution, and provide copies or access to service records upon request by the COR.

6) Participate, upon request, in periodic performance and customer service review meetings with PLMS.

B. Product Support and Changes:

1) Immediately notify the COR of any product recalls, product notices, safety alerts, or mandatory software/firmware updates related to BioPlex 2200 analyzer, reagents, controls, or consumables.

2) Not substitute analyzer, reagents, controls, calibrators, or consumables without prior written approval from the COR and the Contracting Officer.

3) Ensure all changes to contract terms, conditions, or pricing are formally documented and signed by the VA Contracting Officer.

4) Replace and/or reimburse recalled or defective products at no cost to the Government, including providing replacement materials in time to avoid interruption of patient testing where practicable.

C. Site Conditions and Access:

1) Perform delivery, installation, on-site support, and training during normal clinical business hours (Monday–Friday, 8:00 AM – 4:30 PM Central Time, excluding federal holidays and weekends), unless otherwise authorized by the COR.

2) Ensure all Contractor staff comply with facility security, safety, infection control, and dress code requirements, including restrictions on food, drink, and cell phone use in the laboratory.

3) Comply with CAVHS's smoke-free campus policy.

D. Equipment Protection and Property:

1) Protect all Government property, facilities, and equipment from damage during all phases of work.

2) Repair or replace, at Contractor expense, any Government property damaged as a result of Contractor or subcontractor actions.

E. System Security Requirements:

1) Comply with all applicable VA records management, privacy, and information security laws, regulations, and policies, including but not limited to the Federal Records Act, Privacy Act, Freedom of Information Act, and applicable VA/VHA directives and handbooks.

2) Access Protected Health Information (PHI) only as necessary to perform contract services and only under secure, approved conditions.

3) Treat all data created for Government use in connection with instrument connectivity, testing, or reporting as Federal records under Government ownership and control; do not remove or destroy such records except as authorized under VA records schedules.

4) Not remove hard drives, non-volatile memory units, or other data-bearing components from VA facilities without written approval from the COR and Contracting Officer.

5) Execute a Business Associate Agreement (BAA) if Contractor personnel will access PHI, and comply with all applicable VA/VHA privacy requirements.

F. Compliance and Training Requirements:

1) Ensure Contractor employees who create, handle, or access Federal records or VA sensitive information complete required VA-provided records management, privacy, and cybersecurity training, including periodic refresher training.

2) Comply with relevant VA, VHA, CAVHS directives and handbooks governing PLMS operations, privacy, cybersecurity, and records management (e.g., VA Directives 1106, 6500, 6502; VHA Directive 1605, SOP 090-026), as updated during the contract period.

G. Delivery and Installation:

1) Deliver and install BioPlex 2200 analyzer and related equipment at:

Central Arkansas Veterans Healthcare System (CAVHS)
Pathology and Laboratory Medicine Service
4300 West 7th Street, Room 2D-176-LR
Little Rock, Arkansas 72205

2) and at any additional locations identified in individual task orders.

3) Coordinate delivery and installation timelines with the COR; conduct a pre-installation meeting as needed to verify site readiness, utilities, space, and interface requirements.

4) Conduct a joint inspection with the COR upon installation to confirm that all equipment, accessories, and documentation are delivered and functional.

5) Provide manufacturer-recommended maintenance schedules, operator manuals, and other operational documentation in binder(s) and/or electronic format.

5. Place of Performance:

A. Primary place of performance:
Central Arkansas Veterans Healthcare System (CAVHS)
Pathology and Laboratory Medicine Service
4300 West 7th Street, Room 2D-176-LR
Little Rock, Arkansas 72205

6. Period of Performance:

A. IDIQ 08/01/2026 – 07/31/2031.

B. The overall ordering period shall not exceed the combined duration of the base period plus four (4) option years. An annual review of services and performance shall be conducted by the COR and Contracting Office at least 90 days prior to the anniversary date or option exercise.

7. Performance Monitoring and Acceptance:

A. Acceptance Procedures:

1) The COR shall verify that delivered analyzers, reagents, consumables, and services meet all specifications described in this SOW and in applicable task orders prior to acceptance.

2) Instruments may not be placed into clinical use until required validation/verification studies are completed and approved by PLMS.

3) Any disputes regarding work quality or performance shall be referred to by the Contracting Officer for final resolution.

B. Performance Monitoring Criteria:

1) Vendor performance shall be monitored based on:

2) Instrument uptime and reliability (target ≥ 95–98% uptime per quarter, excluding scheduled preventive maintenance).

3) Timeliness and effectiveness of technical support and on-site service responses.

4) Ability to maintain uninterrupted supply of reagents, controls, calibrators, and consumables without stock-outs that affect patient care.

5) Quality and timeliness of training and professional services.

6) Compliance with information security, privacy, and records management requirements.

C. Quality Assurance Metrics:

1) Initial response to critical support inquiries within 2–4 hours, with at least 95% compliance.

2) Preventive maintenance completed within agreed timeframes and documented appropriately.

3) Annual or more frequent performance review, including Contractor Performance Assessment Reporting System (CPARS) evaluations as applicable; exercise of option years may be contingent upon satisfactory performance.

8. Government Furnished Equipment (GFE) / Information (GFI):

A. The Government will furnish space, utilities, and network connectivity as needed for installation and operation of BioPlex 2200 systems at CAVHS and other ordering facilities. No other GFE or GFI is anticipated; the Contractor is responsible for all tools, service parts, test materials, and other resources required to perform this contract.

9. Other Pertinent Information:

A. The Contractor may require proprietary access codes and service tools to perform maintenance on BioPlex 2200 analyzer; such access shall be managed in accordance with VA information security requirements.

B. Contractor and subcontractor personnel are subject to VA background investigation and badging requirements appropriate to the level of system and data access required.

C. All employees, contractors, and visitors shall comply with local infection control procedures via VA and CAVHS policy.

10. Federal Holidays:

A. Work will not ordinarily be performed on the following Federal holidays, except when specifically authorized by the COR for urgent service: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

B. When a holiday falls on Sunday, the following Monday is observed; when a holiday falls on Saturday, the preceding Friday is observed.

11. Contracting Officer (CO) and Contracting Officer's Representative (COR):

A. Contracting Officer (CO): To be designated by the VA Contracting Activity.

B. Contracting Officer's Representative (COR): To be designated by CAVHS; contact information will be identified in the contract award and/or task orders.

C. All official contract communications shall be directed through the CO and COR, as appropriate.

12. RECORDS MANAGEMENT OBLIGATIONS:

A. Applicability:
This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions:
"Federal record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:
1. includes [Agency] records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their [Agency] contract.
4. may include deliverables and documentation associated with deliverables.

C. Requirements:

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

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

3) In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in

accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

4) [Agency] 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 [Agency] or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to [Agency]. The agency must report promptly to NARA in accordance with 36 CFR 1230.

5) The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to [Agency] 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).

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

7) The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with [Agency] policy.

8) The Contractor shall not create or maintain any records containing any non-public [Agency] information that are not specifically tied to or authorized by the contract.

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

10) The [Agency] 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 [Agency] 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.

11) Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take [Agency]-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

D. Flow down of requirements to subcontractors:

1) The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.

2) Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

13. Information Security:

A. GENERAL. This entire section applies to all acquisitions requiring any Information Security and Privacy language. Contractors, contractor personnel, subcontractors and subcontractor personnel will be subject to the same federal laws, regulations, standards, VA directives and handbooks, as VA personnel regarding information and information system security and privacy.

B. VA INFORMATION CUSTODIAL LANGUAGE. This entire section applies to all acquisitions requiring any Information Security and Privacy language.

B.1. The Government shall receive unlimited rights to data/intellectual property first produced and delivered in the performance of this contract or order (hereinafter "contract") unless expressly stated otherwise in this contract. This includes all rights to source code and all documentation created in support thereof. The primary clause used to define Government and Contractor data rights is FAR 52.227-14 R*ights in Data – General.* The primary clause used to define computer software license (not data/intellectual property first produced under this contractor or order) is FAR 52.227-19, *Commercial Computer Software License.*

B.2. Information made available to the contractor by VA for the performance or administration of this contract will be used only for the purposes specified in the service agreement, SOW, PWS, PD, and/or contract. The contractor shall not use VA information in any other manner without prior written approval from a VA Contracting Officer (CO). The primary clause used to define Government and Contractor data rights is FAR 52.227-14 *Rights in Data – General*.

B.3. VA information will not be co-mingled with any other data on the contractor's information systems or media storage systems. The contractor shall ensure compliance with Federal and VA requirements related to data protection, data encryption, physical data segregation, logical data segregation, classification requirements and media sanitization.

B.4. VA reserves the right to conduct scheduled or unscheduled audits, assessments, or investigations of contractor Information Technology (IT) resources to ensure information security is compliant with Federal and VA requirements. The contractor shall provide all necessary access to records (including electronic and documentary materials related to the contracts and subcontracts) and support (including access to contractor and subcontractor staff associated with the contract) to VA, VA's Office Inspector General (OIG), and/or Government Accountability Office (GAO) staff during periodic control assessments, audits, or investigations.

B.5. The contractor may only use VA information within the terms of the contract and applicable Federal law, regulations, and VA policies. If new Federal information security laws, regulations or VA policies become applicable after execution of the contract, the parties agree to negotiate contract modification and adjustment necessary to implement the new laws, regulations, and/or policies.

B.6. The contractor shall not make copies of VA information except as specifically authorized and necessary to fulfil the terms of the contract. If copies are made for restoration purposes, after the restoration is complete, the copies shall be destroyed in accordance with VA Directive 6500, VA Cybersecurity Program and VA Information Security Knowledge Service.

B.7. If a Veterans Health Administration (VHA) contract is terminated for default or cause with a business associate, the related local Business Associate Agreement (BAA) shall also be terminated and actions taken in accordance with VHA Directive 1605.05, Business Associate Agreements. If there is an executed national BAA associated with the contract, VA will determine what actions are appropriate and notify the contactor.

B.8. The contractor shall store and transmit VA sensitive information in an encrypted form, using VA-approved encryption tools which are, at a minimum, Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules (or its successor) validated and in conformance with VA Information Security Knowledge Service requirements. The contractor shall transmit VA sensitive information using VA approved Transport Layer Security (TLS) configured with FIPS based cipher suites in conformance with National Institute of Standards and Technology (NIST) 800-52, Guidelines for the Selection, Configuration and Use of Transport Layer Security (TLS) Implementations.

B.9. The contractor’s firewall and web services security controls, as applicable, shall meet or exceed VA’s minimum requirements.

B.10. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two situations: (i) in response to a qualifying order of a court of competent jurisdiction after notification to VA CO (ii) with written approval from the VA CO. The contractor shall refer to all requests for demands for production of or inquiries about VA information and information systems to the VA CO for response.

B.11. Notwithstanding the provision above, the contractor shall not release VA records protected by Title 38 U.S.C. § 5705, Confidentiality of medical quality-assurance records and/or Title 38 U.S.C. § 7332, Confidentiality of certain medical records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse or infection with Human Immunodeficiency Virus (HIV). If the contractor is in receipt of a court order or other

requests for the above-mentioned information, the contractor shall immediately refer to such court order or other requests to the VA CO for response.

B.12. Information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract will be protected and secured in accordance with VA Directive 6500 and Identity and Access Management (IAM) Security processes specified in the VA Information Security Knowledge Service.

B.13. Any data destruction done on behalf of VA by a contractor shall be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management, VA Handbook 6300.1, Records Management Procedures, and applicable VA Records Control Schedules.

B.14. The contractor shall provide its plan for destruction of all VA data in its possession according to VA Directive 6500 and NIST 800-88, *Guidelines for Media Sanitization* prior to termination or completion of this contract. If directed by the COR/CO, the contractor shall return all Federal Records to VA for disposition.

B.15. Any media, such as paper, magnetic tape, magnetic disks, solid state devices or optical discs that is used to store, process, or access VA information that cannot be destroyed shall be returned to VA. The contractor shall hold the appropriate material until otherwise directed by the Contracting Officer's Representative (COR) or CO. Items shall be returned securely via VA-approved methods. VA sensitive information must be transmitted utilizing VA-approved encryption tools which are validated under FIPS 140-2 (or its successor) and NIST 800-52. If mailed, the contractor shall send via a trackable method (USPS, UPS, FedEx, etc.) and immediately provide the COR/CO with the tracking information. Self-certification by the contractor that the data destruction requirements above have been met shall be sent to the COR/CO within 30 business days of termination of the contract.

B.16. All electronic storage media (hard drives, optical disks, CDs, back-up tapes, etc.) used to store, process or access VA information will not be returned to the contractor at the end of lease, loan, or trade-in. Exceptions to this paragraph will only be granted with the written approval of the VA CO.

C. **Access to VA Information and VA Information Systems**. This section applies when any person requires access to information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract.

C.1. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees and subcontractors only to the extent necessary to perform the services specified in the solicitation or contract. This includes indirect entities, both affiliate of contractor/subcontractor and agent of contractor/subcontractor.

C.2. Contractors and subcontractors shall sign the VA Information Security Rule of Behavior (ROB) before access is provided to VA information and information systems (see Section 4, Training, below). The ROB contains the minimum user compliance requirements and does not supersede any policies of VA facilities or other agency components which provide higher levels of protection to VA's information or information systems. Users who

require privileged access shall complete the VA elevated privilege access request processes before privileged access is granted.

C.3. All contractors and subcontractors working with VA information are subject to the same security investigative and clearance requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors shall be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office of Human Resources and Administration/Operations, Security and Preparedness (HRA/OSP) is responsible for these policies and procedures. Contract personnel who require access to classified information or information systems shall have an appropriate security clearance. Verification of Security Clearance shall be processed through the Special Security Officer located in HRA/OSP. Contractors shall conform to all requirements stated in the National Industrial Security Program Operating Manual (NISPOM).

C.4. All contractors and subcontractors shall comply with conditions specified in VAAR 852.204-71(d); Contractor operations required to be in United States. All contractors and subcontractors working with VA information must be permanently located within a jurisdiction subject to the law of the United States or its Territories to the maximum extent feasible. If services are proposed to be performed abroad the contractor must state where all non-U.S. services are provided. The contractor shall deliver to VA a detailed plan specifically addressing communications, personnel control, data protection and potential legal issues. The plan shall be approved by the COR/CO in writing prior to access being granted.

C.5. The contractor shall notify the COR/CO in writing immediately (no later than 24 hours) after personnel separation or occurrence of other causes. Causes may include the following:

C.5.1. Contractor/subcontractor personnel no longer has a need for access to VA information or VA information systems.

C.5.2. Contractor/subcontractor personnel are terminated, suspended, or otherwise has their work on a VA project discontinued for any reason.

C.5.3. Contractors believe their own personnel or subcontractor personnel may pose a threat to their company's working environment or to any company-owned property. This includes contractor-owned assets, buildings, confidential data, customers, employees, networks, systems, trade secrets and/or VA data.

C.5.4. Any previously undisclosed changes to contractor/subcontractor background history are brought to light, including but not limited to changes to background investigation or employee record.

C.5.5. Contractor/subcontractor personnel have their authorization to work in the United States revoked.

C.5.6. Agreement by which contractor provides products and services to VA has either been fulfilled or terminated, such that VA can cut off electronic and/or physical access for contractor personnel.

C.6. In such cases of contract fulfillment, termination, or other causes; the contractor shall take the necessary measures to immediately revoke access to VA network, property,

information, and information systems (logical and physical) by contractor/subcontractor personnel. These measures include (but are not limited to): removing and then securing Personal Identity Verification (PIV) badges and PIV – Interoperable (PIV-I) access badges, VA-issued photo badges, credentials for VA facilities and devices, VA-issued laptops, and authentication tokens. Contractors shall notify the appropriate VA COR/CO immediately to initiate access removal.

C.7. Contractors/subcontractors who no longer require VA access will return VA-issued property to VA. This property includes (but is not limited to) documents, electronic equipment, keys, and parking passes. PIV and PIV-I access badges shall be returned to the nearest VA PIV Badge Issuance Office. Once they have had access to VA information, information systems, networks and VA property in their possessions removed, contractors shall notify the appropriate VA COR/CO.

D. Training:

D.1. All contractors and subcontractors requiring access to VA information and VA information systems shall successfully complete the following before being granted access to VA information and its systems:

D.1.1. VA Privacy and Information Security Awareness and Rules of Behavior course (Talent Management System (TMS) #10176) initially and annually thereafter.

D.1.2. Sign and acknowledge (electronically through TMS #10176) understanding of and responsibilities for compliance with the Organizational Rules of Behavior, relating to access to VA information and information systems initially and annually thereafter; and

D.1.3. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system or information access [to be defined by the VA program official and provided to the VA CO for inclusion in the solicitation document – i.e., any role-based information security training].

D.2. The contractor shall provide the COR/CO with a copy of the training certificates and certification of signing the Organizational Rules of Behavior for each applicable employee within five days of the initiation of the contract and annually thereafter, as required.

D.3. Failure to complete the mandatory annual training is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the required training is complete.

E. Security Incident Investigation:

E.1. The contractor, subcontractor, their employees, or business associates shall immediately (within one hour) report suspected security / privacy incidents to the VA OIT's Enterprise Service Desk (ESD) by calling (855) 673-4357 (TTY: 711). The ESD is OIT's 24/7/365 single point of contact for IT-related issues. After reporting to the ESD, the contractor, subcontractor, their employees, or business associates shall, within one hour, provide the COR/CO with the incident number received from the ESD.

E.2. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved and the circumstances surrounding the incident, including the following:

E.2.1. The date and time (or approximation of) the Security Incident occurred.

E.2.2. The names of individuals involved (when applicable).

E.2.3. The physical and logical (if applicable) location of the incident.

E.2.4. Why did the Security Incident take place (i.e., catalyst for the failure).

E.2.5. The amount of data belonging to VA was believed to have been compromised.

E.2.6. The remediation measures the contractor is taking to ensure no future incidents of a similar nature.

E.3. After the contractor has provided the initial detailed incident summary to VA, they will continue to provide written updates on any new and relevant circumstances or facts they discover. The contractor, subcontractor, and their employes shall fully cooperate with VA or third-party entity performing an independent risk analysis on behalf of VA. Failure to cooperate may be deemed a material breach and grounds for contract termination.

E.4. VA IT contractors shall follow VA Handbook 6500, Risk Management Framework for VA Information Systems VA Information Security Program, and VA Information Security Knowledge Service guidance for implementing an Incident Response Plan or integrating with an existing VA implementation.

E.5. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG, and the VA Office of Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

E.6. The contractor shall comply with VA Handbook 6500.2, *Management of Breaches Involving Sensitive Personal Information*, which establishes the breach management policies and assigns responsibilities for the oversight, management and reporting procedures associated with managing of breaches.

E.7. With respect to unsecured Protected Health Information (PHI), the contractor is deemed to have discovered a data breach when the contractor knew or should have known of breach of such information. When a business associate is part of VHA contract, notification to the covered entity (VHA) shall be made in accordance with the executed BAA.

E.8. 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 involving any VA sensitive

personal information the contractor/subcontractor processes or maintains under the contract; the contractor shall pay liquidated damages to the VA as set forth in clause 852.211-76, Liquidated Damages—

End of Performance Work Statement.

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 Combined Synopsis/Solicitation.

(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 52.252-2 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
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.216-4	ECONOMIC PRICE ADJUSTMENT—LABOR AND MATERIAL	JAN 2017
52.216-32	TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (URL)	SEP 2019
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	MAR 2026
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.233-3	PROTEST AFTER AWARD	AUG 1996
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	MAY 2020
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.239-76	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY	FEB 2023
852.246-71	REJECTED GOODS	OCT 2018

C.3 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 08/01/2026 through 07/31/2031.

(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.4 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 $125.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 10,000.00;

(2) Any order for a combination of items in excess of $850,000.00; or

(3) A series of orders from the same ordering office within 60 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 five (5) 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.5 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 01/31/2032.

(End of Clause)

C.6 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(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 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.9 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)

C.10 VAAR 852.219-76 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SUPPLIES AND PRODUCTS (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) [ ] In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it 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. Cost of materials are excluded and not considered to be subcontracted.

(ii) [ ] In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) is granted. The offeror understands that, as provided in 13 CFR 121.406(b)(7), such a waiver has no effect on requirements external to the Small Business Act, such as the Buy American Act or the Trade Agreements Act.

(2) Manufacturer or nonmanufacturer representation and certification.

(i) [ ] *Manufacturer or producer*. The offeror certifies that it is the manufacturer or producer of the end item being procured, and the end item is manufactured or produced in the United States, in accordance with paragraph (a)(1)(i).

(ii) [ ] *Nonmanufacturer*. The offeror certifies that it qualifies as a nonmanufacturer in accordance with the requirements of 13 CFR 121.406(b) and paragraph (a)(1)(ii). The offeror further certifies it meets each element below as required in order to qualify as a nonmanufacturer.

[ ] The offeror certifies that it does not exceed 500 employees (or 150 employees for the Information Technology Value Added Reseller exception to NAICS code 541519, which is found at 13 CFR 121.201, footnote 18).

[ ] The offeror certifies that it is primarily engaged in the retail or wholesale trade and normally sells the type of item being supplied.

[ ] The offeror certifies that it will take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice.

(iii) [] If this is a multiple item acquisition, the offeror certifies that at least 50% of the estimated contract value is composed of items that are manufactured by small business concerns.

(3) 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.

(4) 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 or to determine whether the offeror qualifies as a manufacturer or nonmanufacturer in compliance with the limitations on subcontracting requirement. 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. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

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

Certification

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

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.11 VAAR 852.237-75 KEY PERSONNEL (OCT 2019)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of

the contract. If the employee of the Contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

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 Combined Synopsis/Solicitation, 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 Combined Synopsis/Solicitation, 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)

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

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:

This requirement is **Unrestricted**. The requirement will be evaluated using the comparative evaluation process outlined in FAR 13.106-2(b)(3), where quotations will be compared to one another to determine which provides the best benefit to the Government.

Each Offeror must be verified/registered in SAM (https://sam.gov) at time of offer submission. In order to be considered for award, Proposals submitted in response to this solicitation shall include separate volumes addressing Technical Capability, Delivery Schedule, and Price. An Offeror's failure to provide the information specified in solicitation provision 52.212-1 Instructions to Offerors – Commercial Items, Addendum to 52.212-1, provision 52.212-2 Evaluation—Commercial Items, or does not conform to the requirements of the solicitation in its proposal may result in that proposal not being considered by the Government for award.

The VA will not pay any costs incurred in preparation and submission of offers.

TECHNICAL QUESTIONS: Technical questions shall be accepted by the Government in writing via email only no later than **3:00 P.M. Central Daylight Time (CDT), 06/17/2025**. Please annotate subject line of e-mail with **"Technical Questions – 36C25626R0094 – BioPlex 2200 Analyzer System"** and send to T Miller, Contract Specialist, at t.miller@va.gov. Please include in your questions the section of the solicitation/page number that your question is referencing. **Please submit all questions to the Contract Specialist Only.**

OFFER SUBMITTAL INSTRUCTIONS:

1. Offeror shall submit offers by Due Date/Time specified on page 1 of the Combined Synopsis/Solicitation to T Miller at t.miller@va.gov with **"36C25626R0094 – BioPlex 2200 Analyzer System"** in subject line. **The Solicitation must be submitted to the Contracting office ONLY. If the solicitation/offer is submitted to anyone other than T. Miller, then the solicitation may be in jeopardy of disqualification from the quote process.**

2. Offeror shall submit signed SF 30 solicitation amendment acknowledgements, as applicable.

3. Complete schedule of services and price responding to all line items.

4. Completed FAR 52.212-3 – Offeror Representations and Certifications.

5. All documents required MUST be signed for consideration.

6. Offer shall also include the following, submitted as three (3) separate volumes shown below. Reference 52.212-2 – Evaluation – Commercial Products and Commercial Services for specifics on what shall be included in each volume and how quotes will be evaluated.

Volume 1 – Technical Capability

Volume 2 – Price

Volume 3 – Delivery Schedule

Documentation that confirms the company is registered and is the required socio-economic category in the System for Award Management (SAM). Service Disable Veteran Owned Small Business (SDVOSB) and Veteran Owned Small Business (VOSB) offerors must be verified by the Department of Veterans Affairs Center for Verification at the time of submission of proposal. SDVOSB must be registered on **SBA.gov** as proper set-aside. Failure to be verified will result in the offeror's proposal to be deemed non-responsive.

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

Failure to submit a complete offer may result in a non-responsive determination.

(End of Provision)

E.3 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
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

E.4 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.5 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.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

Acquisition & Materiel Management
Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston TX 77030 4298
Mailing Address:

Department of Veterans Affairs

Acquisition & Materiel Management
Michael E. DeBakey VA Medical Center
2002 Holcombe BLVD
Houston TX 77030 4298

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

(End of Provision)

E.7 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)

(End of Addendum to 52.212-1)

E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will evaluate quotations using the comparative evaluation process outlined in FAR 12.203 (c) (2), where quotations will be compared to one another to determine which provides the best benefit to the Government.

(b) The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s).

(c) Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation.

(d) The evaluation process shall proceed as follows:

Following receipt of quotes, the Government will perform a comparative analysis of the services quoted. The Government will compare quotes to one another to select the service that best benefits the Government in fulfilling the requirement. The evaluation of Government requirements outlined in this Request for Quote will determine suitability.

1. **Factor 1 Technical Capability:** The Contractor shall submit a plan on how they plan to provide all equipment, reagents, controls, calibrators, consumable parts, software, labor, installation, validation, training, and ongoing maintenance and technical support necessary to furnish fully functional BioPlex 2200 analyzer system at CAVHS and at any additional VA facilities. Brand Name or Equal.

3. **Factor 2 Prices:** Prices will be evaluated for reasonableness, completeness, and fairness. Unreasonable prices may be grounds for eliminating an offeror from competition.

4. **Factor 3 Delivery Schedule:** Statement, maximum 2 pages which can validate how the contractor plans to complete the installation with a timeline.

5. The Government intends to award one contract without discussions with respective offerors. The Government, however, reserves the right to conduct discussions if deemed in its best interest.