Combined Synopsis/Solicitation Notice

SUBJECT* Ceiling Lift Replacement - Wilkes-Barre VA Medical Center

GENERAL INFORMATION

CONTRACTING OFFICE'S ZIP CODE*	19104
SOLICITATION NUMBER*	36C24426Q0674
RESPONSE DATE/TIME/ZONE	07-10-2026 4:00 PM EASTERN TIME, NEW YORK, USA
ARCHIVE	60 DAYS AFTER THE RESPONSE DATE
RECOVERY ACT FUNDS	N
SET-ASIDE	
PRODUCT SERVICE CODE*	6515
NAICS CODE*	339113
CONTRACTING OFFICE ADDRESS	Department of Veterans Affairs Network Contracting Office 4 Commodities 1 3900 Woodland Avenue Philadelphia, PA 19104
POINT OF CONTACT*	Contract Specialist Tyler Kraft tyler.kraft@va.gov 267-412-6252

PLACE OF PERFORMANCE

ADDRESS	Wilkes-Barre VA Medical Center 1111 East End Blvd Wilkes Barre PA
POSTAL CODE	18711
COUNTRY	USA

ADDITIONAL INFORMATION

AGENCY'S URL
URL DESCRIPTION
AGENCY CONTACT'S EMAIL ADDRESS
EMAIL DESCRIPTION

DESCRIPTION

Ceiling Lift Replacement. See attached documents for further information.

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

1. REQUISITION NO. 693-26-2-179-0008

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C24426Q0674

6. SOLICITATION ISSUE DATE: 06-10-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Tyler Kraft, tyler.kraft@va.gov

b. TELEPHONE NO. (No Collect Calls): 267-412-6252

8. OFFER DUE DATE/LOCAL TIME: 07-10-2026 4:00 PM EDT

9. ISSUED BY CODE 36C244

Department of Veterans Affairs
Network Contracting Office 4
Commodities 1
3900 Woodland Avenue
Philadelphia, PA 19104

10. THIS ACQUISITION IS

[X] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:

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

NAICS: 339113

SIZE STANDARD: 800 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING: N/A

14. METHOD OF SOLICITATION

[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE

See Delivery Schedule.

16. ADMINISTERED BY CODE 36C244

See Block 9.

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE

Austin Payment Center
Department of Veterans Affairs

PO Box 149971
Austin TX 78714-9971

PHONE: (877) 353-9791 FAX: (512) 460-5429

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

[ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Brand Name or Equivalent - Guldmann GH3 Patient Ceiling Lifts to include all design, site evaluation, labor, materials, equipment, and installation of ceiling-mounted patient care lifts. Requirement also includes the removal of preexisting patient lift systems. See continuation pages and separate attached documents for further details pertaining to the requirement. Questions are due by Monday, June 22nd at 4:00 PM Eastern to the POC in Block 7a. Carefully review Section E.1 52.212-1 Instructions to Offerors for quote requirements. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Andrea Aultman-Smith
Contracting Officer

31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: COMPANY: _____

POC NAME: _____

PHONE: _____

EMAIL: _____

b. GOVERNMENT: Tyler Kraft, Contract Specialist 36C244

Department of Veterans Affairs

Network Contracting Office 4

Commodities 1

3900 Woodland Avenue

Philadelphia, PA 19104

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Upon receipt, inspection, and acceptance by the Government.

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.

Tungsten Network

https://www.kofax.com/products/tungsten

5. CHANGE AUTHORITY:

Only a Warranted Contracting Officer, acting with the limits of his warrant, is authorized to change the terms and conditions of this contract. If any other than a Contracting Officer attempts to change the terms and conditions of this contract, contact the Contracting Officer signing this document immediately. Acting on direction from other than the Contracting Officer may result in the related performance being determined to be accomplished at risk.

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	3X3 - 3M X 3M ROOM COVERING SYSTEM INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 3X3 Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): 3X3	30.00	EA	_____	_____
0002	5X3 W/BATHROOM ACCESS / 5M X 3M XY ROOM COVERING W/COMBI LOCK TO BATHROOM, INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 5X3 W/BATHROOM ACCESS Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): 5X3 W/BATHROOM ACCES	6.00	EA	_____	_____
0003	6X3 BATHROOM / 6M X 3M XY ROOM COVERING W/COMBI LOCK TO BATHROOM, INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 6X3 BATHROOM Contract Period: Base POP Begin:	35.00	EA	_____	_____

POP End:
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
MANUFACTURER PART NUMBER (MPN): 6X3 BATHROOM

0004	4.00	EA	_____	_____
6X5 BATHROOM / 6M X 5M XY ROOM COVERING W/COMBI LOCK TO BATHROOM, INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 6X5 BATHROOM Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): 6X5 BATHROOM				
0005	11.00	EA	_____	_____
4X3 BATHROOM / 4M X 3M XY ROOM COVERING W/COMBI LOCK TO BATHROOM, INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 4X3 BATHROOM Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): 4X3 BATHROOM				
0006	9.00	EA	_____	_____
3X4 / 3M X 4M ROOM COVERING SYSTEM INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 3X4 Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): 3X4				
0007	8.00	EA	_____	_____
5X4 / 5M X 4M ROOM COVERING SYSTEM INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 5X4 Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing				

PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
MANUFACTURER PART NUMBER (MPN): 5X4

0008 1.00 EA _____ _____

3X3, 17 STRAIGHT / 3M X 3M XY ROOM COVERING W/COMBI LOCK TO A STRAIGHT TRACK, INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 3X3, 17 STRAIGHT
Contract Period: Base
POP Begin:
POP End:
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
MANUFACTURER PART NUMBER (MPN): 3X3, 17 STRAIGHT

0009 1.00 EA _____ _____

3M 90,30,45,2M / STRAIGHT WITH 3 CURVES TO THE TOILET, INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 3M 90,30,45,2M
Contract Period: Base
POP Begin:
POP End:
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
MANUFACTURER PART NUMBER (MPN): 3M 90,30,45,2M

0010 1.00 EA _____ _____

6X7, 90,90 / 6M X 7M XY ROOM COVERING W/COMBI LOCK TO BATHROOM, INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 6X7,90,90
Contract Period: Base
POP Begin:
POP End:
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
MANUFACTURER PART NUMBER (MPN): 6X7, 90,90

0011 3.00 EA _____ _____

4X4 / 4M X 4M ROOM COVERING SYSTEM INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 4X4
Contract Period: Base
POP Begin:
POP End:
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies

MANUFACTURER PART NUMBER (MPN): 4X4

0012 1.00 EA _____ _____

3X4+UTRACK / 3M X 4M ROOM COVERING AND A 20FT U TRACK, INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 3X4+UTRACK
Contract Period: Base
POP Begin:
POP End:
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
MANUFACTURER PART NUMBER (MPN): 3X4 UTRACK

0013 2.00 EA _____ _____

6X4 CURTAIN JUMPS / 6M X 4M ROOM COVERING SYSTEM WITH 2 CURTAIN JUMPS, INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 6X4 CURTAIN JUMPS
Contract Period: Base
POP Begin:
POP End:
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
MANUFACTURER PART NUMBER (MPN): 6X4 CURTAIN JUMPS

0014 1.00 EA _____ _____

9X4 / 9M X 4M ROOM COVERING SYSTEM INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 9X4
Contract Period: Base
POP Begin:
POP End:
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
MANUFACTURER PART NUMBER (MPN): 9X4

0015 2.00 EA _____ _____

5X4 BATHROOM / 5M X 4M XY ROOM COVERING W/COMBI LOCK TO BATHROOM, INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 5X4 BATHROOM
Contract Period: Base
POP Begin:
POP End:
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
MANUFACTURER PART NUMBER (MPN): 5X4 BATHROOM

0016	1.00	EA	_____	_____
	4X4 BATHROOM / 4M X 4M XY ROOM COVERING W/COMBI LOCK TO BATHROOM, INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 4X4 BATHROOM Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): 4X4 BATHROOM				
0017	1.00	EA	_____	_____
	3X3 BATHROOM / 3M X 3M XY ROOM COVERING W/COMBI LOCK TO BATHROOM, INCLUDES ALL MATERIALS AND HARDWARE / ITEM # 3X3 BATHROOM Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): 3X3 BATHROOM				
0018	90.00	EA	_____	_____
	Brand Name or Equivalent Guldmann Model #GH3+605 STANDARD WITH SCALE, MEDIUM HANGER BAR, TRANSFORMER AND WIRING KIT / ITEM # 563355 Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): 563355				
0019	12.00	EA	_____	_____
	Brand Name or Equivalent Guldmann Model #GH3+605 WITH TRAINER AND SCALE, MEDIUM HANGER BAR, TRANSFORMER AND WIRING KIT / ITEM # 563361 Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): 563361				

0020		16.00	EA	_____	_____
	Brand Name or Equivalent Guldmann Model #GH3+825, WITH SCALE AND MEDIUM HANGER BAR, TRANSFORMER AND WIRING KIT / ITEM # 563303 Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): 563303				
0021		117.00	EA	_____	_____
	Original Equipment Manufacturer CERTIFIED INSTALLATION. NON-UNION LABOR AND HARDWARE TO INSTALL LIFTS IN 1 ROOM. 2 ROOM PER DAY, 2 MOBILIZATION(S) OF THE INSTALLATION TEAM. INCLUDES REMOVAL AND DISPOSAL OF EXISTING RAILS AND PENDANTS OF CURRENT SYSTEMS. FACILITY TO KEEP ALL HOISTS ON PREMISE Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): INSTALLATION				
0022		117.00	EA	_____	_____
	REMOVAL AND DISPOSAL OF EXISTING RAILS AND PENDANTS OF CURRENT SYSTEMS Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): REMOVE/DISPOSE				
0023		133.00	EA	_____	_____
	CURRENT MOTORS TO BE REMOVED AND KEPT ON PREMISE Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN):				

	REMOVE/MOTOR/KEEP				
0024	STAMPED DRAWINGS IF REQUIRED, ITEM # DESIGN/DRAFTING Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): DESIGN/DRAFTING	1.00	EA	_____	_____
0025	DRYWALL PATCH AND REPAIR, ITEM # MISC./ OTHER Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): MISC. / OTHER	3.00	EA	_____	_____
0026	TRAINING - UPON COMPLETION OF THE INSTALLATION, EDUCATION AND TRAINING WILL BE PROVIDED BY THE OEM TO CLINICAL STAFF, ENSURING THAT ALL PERSONNEL RECEIVE OEM TRAINING Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies MANUFACTURER PART NUMBER (MPN): TRAINING	1.00	EA	_____	_____
				GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
0001	SHIP TO: Wilkes-Barre VAMC 1111 East End Boulevard Wilkes-Barre, PA 18711 USA	30.00	DELIVERY DATE: _____

	FOB: DESTINATION		
0002		6.00	See CLIN 0001.
	FOB: DESTINATION		
0003		35.00	See CLIN 0001.
	FOB: DESTINATION		
0004		4.00	See CLIN 0001.
	FOB: DESTINATION		
0005		11.00	See CLIN 0001.
	FOB: DESTINATION		
0006		9.00	See CLIN 0001.
	FOB: DESTINATION		
0007		8.00	See CLIN 0001.
	FOB: DESTINATION		
0008		1.00	See CLIN 0001.
	FOB: DESTINATION		
0009		1.00	See CLIN 0001.
	FOB: DESTINATION		
0010		1.00	See CLIN 0001.
	FOB: DESTINATION		
0011		3.00	See CLIN 0001.
	FOB: DESTINATION		
0012		1.00	See CLIN 0001.
	FOB: DESTINATION		
0013		2.00	See CLIN 0001.
	FOB: DESTINATION		
0014		1.00	See CLIN 0001.
	FOB: DESTINATION		
0015		2.00	See CLIN 0001.
	FOB: DESTINATION		
0016		1.00	See CLIN 0001.
	FOB: DESTINATION		
0017		1.00	See CLIN 0001.
	FOB: DESTINATION		
0018		90.00	See CLIN 0001.
	FOB: DESTINATION		

0019		12.00	See CLIN 0001.
	FOB: DESTINATION		
0020		16.00	See CLIN 0001.
	FOB: DESTINATION		
0021		117.00	See CLIN 0001.
	FOB: DESTINATION		
0022		117.00	See CLIN 0001.
	FOB: DESTINATION		
0023		133.00	See CLIN 0001.
	FOB: DESTINATION		
0024		1.00	See CLIN 0001.
	FOB: DESTINATION		
0025		3.00	See CLIN 0001.
	FOB: DESTINATION		
0026		1.00	See CLIN 0001.
	FOB: DESTINATION		

B.4 STATEMENT OF WORK

Ceiling Mounted Patient Lifts and Track Replacement

Wilkes Barre VA Medical Center

A. GENERAL INFORMATION

1. Title of Project: Brand name or Equal Guldmann fleet **Ceiling lift, track, rail, and pendant replacement for the Wilkes Barre VAMC, VISN4, 1111 East End Blvd, Wilkes Barre, PA, 18711.**
2. Scope of Work: The selected contractor shall provide all resources necessary to complete the deliverables described in this Statement of Work (SOW), except where otherwise specified. This includes the replacement of all existing Liko ceiling lift motors, rails, and pendants with equivalents that are equal to or better than the current patient lifting system. The facility currently has 133 Liko systems. Since there are existing manufacturers that utilize motors with higher lift capacity, this will allow us to reduce the quantity of motors from 133 to 117.
3. Overview: Wilkes Barre VA, 1111 East End Blvd, Wilkes Barre PA 18711, has 24 Liko ceiling lifts that will reach manufactures replacement requirements in FY2026, but it is in the best interest to replace all lift systems so that the facility will not have two standards of care. There are an additional 93 lifts in the medical center to be replaced. Total systems to be replaced are 133. Safe Patient Handling Mobility (SPHM) Directive 1611 indicates that equipment must be replaced following manufacturers' recommendations. It will be advantageous to replace all the ceiling lifts simultaneously. This approach will ensure the facility uses a single vendor and a

uniform style of ceiling lift throughout the building. Having a single-vendor solution will eliminate the need for clinical staff to be cross-trained on two different types of lifts. Additionally, it will help avoid having two standards of care, for example, differences in weight capacity, sling configurations, and operational controls between lift styles which may cause confusion among staff. In addition, the current pendants and ceiling supports will be due to be replaced in FY2032.

Wilkes Barre VA is soliciting a contractor to furnish all design, site evaluation, labor, materials, equipment, and installation of ceiling-mounted patient care lifts throughout the facility. This includes removal of preexisting ceiling lift motors, ceiling lift tracks, pendants and ceiling supports with replacement of a lift that is equivalent or better than the current system. The Ceiling lift motors that are to be removed are to remain onsite and all other parts will be taken away by contractor. Numerous utility systems occupy this space and must be considered when installing new equipment above the ceiling.

All parts, labor, and service calls will be covered during the initial three-year period, and batteries will be covered for five years. The new motors should have a minimum lifespan of 10 years or more, while the rail systems should have a minimum of 20 years or more, with the option to extend the warranty period.

Specific Details:

1. The selected Vendor is responsible for providing all consulting services and installation services including all administration, supervision, project management, labor, materials, tools, equipment, testing, and reports. The entire installation shall follow OEM installation guidelines, and all nuts, bolts, fasteners, and related installation hardware must be OEM provided and approved. Selected vendor must be OEM certified as a retailer and installer. Proof of OEM certification will be required.

2. The selected vendor shall provide services for investigation of existing site conditions, engineering structural review/analysis, calculations, design drawings and specifications for all building modifications required. The VA will provide all available design/record drawing information. However, the information provided will not alleviate the professionals from performing a full investigation of the existing conditions. The Installation and Design group shall incorporate any relevant VA review comments into the final design documents.

3. All installation work shall be provided in accordance with the drawings and specifications developed by the contractor's architectural/engineering consultant. Prior to the start of work the contractor shall visit the site to familiarize themselves with the location and extent of the work. No work shall begin until reviewed by Biomed, infection control, and safety. The final drawings, specifications and shop drawing submittals are approved by the VA.

4. Only new materials and equipment shall be installed in the work. All materials and equipment shall be of the current manufacturer's products. No obsolete or discontinued materials and equipment shall be provided.

5. All work for this project will be performed in accordance with the VA Wilkes-Barre's Infection Control Practices for Construction (Reference attachment: Infection Control Construction Project Compliance Policy 11IC-29). All materials, equipment and labor associated with the Infection Control Requirements required by the VA Infection Control Practitioner shall be provided by the contractor. The contractor, Point of Contact (POC) and the Infection Control Practitioner shall meet to discuss the work activities within the areas of work immediately prior to mobilization and the start of construction. Final classification of the infection control requirements will be at the sole discretion and direction of the Infection Control Practitioner.

6. If required, Utility shutdowns shall be coordinated and scheduled with the POC two weeks in advance of the work. VA Lock Out/Tag Out policy will be implemented.

7. The project superintendent shall have the 30 Hour OSHA Construction Safety Course certification and all other installation personnel shall have the 10 Hour OSHA Construction Safety Course certification. Submit training records of all employees for approval prior to the start of work.

8. All installers shall have a company identification badge displayed while on site with their name and company identification. All VA Police security requirements/site access shall be coordinated with the designated POC.

9. A design and installation schedule shall be submitted for approval prior to the start of work and within 10 days after the notice to proceed. All scheduled items will show a start date and a completion date. The schedule will include specific tasks with dates for each step of the process.

10. Procurement and installation will be conducted in **4 phases**:
    - **a. Design:** Vendor to provide shop drawings for each installation; design will include up to 3 revisions.
    - **b. Shipment:** Products will be manufactured and shipped 6-8 weeks upon receipt of P.O.
    - **c. Installation:** This procurement will be provided with a 1-year POP from receipt of PO.
        - **i.** Work hours will be between 8am-5pm Monday through Friday unless installation in specific area will hinder POCs working hours patient care.
        - **ii.** Installers must be certified, insured, and contracted and must comply with the requirements and regulations as provided by the Wilkes-Barre VAMC.
        - **iii.** System will be designed to accommodate a maximum weight rating of 1100 lbs.
        - **iv.** Installed rail shall be security tested for 1.5 times greater than the motor's weight capacity and maximum allowable deflection of a horizontal rail is no more than 1mm (1/16th inch) per 200mm (7.87 inch) of track length. (As per ISO 10535 standards.)

v. System will be inspected and fully functional, signed off by certified technician and facility representative, before turning over system to use.

d. **Product Training:** In-service training will be scheduled by the vendor and facility and will take place after signing off from acceptance.

4. Performance of Period: The awarded vendor shall complete the work required within this SOW in 365 days or less from date of award, unless otherwise directed by the Contracting Officer (CO). If the contractor proposes an earlier completion date, and the Government accepts the contractor's proposal, the contractor's proposed completion date shall prevail.

B. GENERAL REQUIREMENTS

1. All written deliverables must be in easy-to-understand language. If technical terms are used, a simple glossary must be included.
2. When a draft deliverable is submitted, the VA has 10 business days to review it. After receiving comments, the contractor has 10 business days to submit the final version.
3. If the VA cannot review a deliverable on time, the POC must explain why in writing and give a new completion date. Late reviews may result in compensation to the contractor.
4. All work must follow all federal, state, and local rules. Work is mainly done Monday–Friday, 8:00 a.m. to 5:00 p.m., unless the POC approves otherwise.
5. Work that affects hospital operations must be done after hours. Any needed utility shutdowns must be scheduled for nights or weekends, requested at least 14 business days in advance, and coordinated by the POC.
6. All work must be performed by qualified, OEM-certified personnel.
7. Vendor must follow Infection Control Risk Assessment (ICRA) guidelines, Class V (highest risk) for Operating Rooms.
8. Work must meet VA and NFPA codes. Existing LIM equipment in the project area must be disconnected and removed.

C. SPECIFIC MANDATORY TASKS AND ASSOCIATED DELIVERABLES

Description of Tasks and Associated Deliverables: The Contractor shall provide a technical and cost proposal for a turn-key solution to install patient lift systems in accordance with the scope of this requirement. The proposal shall be for providing installation of all new and removal/de-installation of all existing lift equipment including but not limited to lift devices, rails, support material, bracing and all other associated components required for providing a fully functional installation of ceiling lifts.

This proposal shall also address installation of the lift systems including but not limited to any required plans, engineering details and documents, tools, labor, testing, training, cleaning supplies, containment systems, etc. All new lift systems must have a single motor lifting capacity of no less than 550lbs for non-bariatric motors (higher non-bariatric single motor weight is preferred) and no less than 750lbs for bariatric. The rail systems must be designed, constructed, and installed in an X-Y (room-covering) design; in such a manner as to allow for maximum utilization of patient room space.

To better address clinical needs, it is required for select motors to be compatible with weight-assisted technology, supporting patient rehabilitation / physical therapy and independence without increasing the manual lifting burden on staff. This feature will benefit both patients and staff, adding an extra layer of safety to reduce injuries.

It is required that all other supplied motors are capable of being upgraded to weight-assisted technology at a later date if clinical demands and staff decides.

Operation of the system must be smooth with no fast or jerky starts and stops. Operation of the system must allow for adequate lifting height allowing for transfer of patient from bed. Track systems shall be self-supporting either from the ceiling or from a post mounted system as required due to existing conditions. All rails will be an AC continuous charge system to prevent sparking in rails. All lift systems must have the ability to weigh a patient in kilograms and pounds.

The contractor shall provide the specific deliverables described below within the performance period stated in this SOW.

Task One: The contractor shall provide a detailed work plan and briefing for the VA project team, which presents the contractor's plan for completing the contract. The contractor's plan shall be responsive with this SOW and describe, in further detail, the approach to be used for each aspect of the contract as defined in the technical proposal.

Deliverable One: Within 15 days following award the contractor is responsible for a project schedule detailing a work plan which includes timeline for each main task mobilization, removal of existing lifts, and reinstallation of product described above.

Task /Deliverable Two: Equipment must have the physical characteristics to enable the government to perform the capabilities stated: Equipment must be brand name or equivalent to meet these needs.

- Patient ceiling lift equal to or better than current system: minimum of 550-pound SWL-with weight-assisting technology, Wi-Fi capable, scale, service module, AC continues charging and hanger bar XY tracks combi lock into bathroom all hardware required (12)
- Patient ceiling lift equal to or better than current system: minimum of 550-pound SWL with scale, Wi-Fi capable, medium hanger bar, service module, AC continues charging, XY tracks combi lock into bathroom with required rail configuration (90)
- Patient ceiling lift equal to or better than current system: minimum of 750-pound SWL Wi-Fi capable, scale, service module, hanger bar, AC continues charging, XY tracks combi lock into bathroom, XY tracks all hardware required (16)
    - 3x3 room covering system including all materials and hardware (30)
    - 5x3 w/Bathroom access XY room covering w/Combi Lock to Bathroom, including all materials and hardware (6)
    - 6x3 w/Bathroom access XY room covering w/Combi Lock to Bathroom, including all materials and hardware (35)

- 6x5 w/Bathroom access XY room covering w/Combi Lock to Bathroom, including all materials and hardware (4)
- 4x3 w/Bathroom access XY room covering w/Combi Lock to Bathroom, including all materials and hardware (11)
- 3x4 XY room covering system including all materials and hardware (9)
- 5x4 XY room covering system including all materials and hardware (8)
- 3x3 17 straight XY room covering x/combi lock to straight track, including all material and hardware (1)
- 3x90x30x45x2 Straight with curve to the toilet, including all materials and hardware (1)
- 6x7 90,90 XY room covering w/combi lock to bathroom, including all materials and hardware. (1)
- 4x4 room covering system including all materials and hardware (3)
- 3x4 U track room covering a 20ft U Track, including all materials and hardware. (1)
- 6x4 curtain jumps covering system with 2 Curtain jumps, including all materials and hardware. (2)
- 9x4 room covering system including all materials and hardware (1)
- 5x4 Bathroom XY room covering w/combi lock to bathroom, including all materials and hardware. (2)
- 4x4 Bathroom XY room covering w/combi lock to bathroom, including all materials and hardware. (1)
- 3x3 Bathroom XY room covering w/combi lock to bathroom, including all materials and hardware. (1)

- Certified installation (117)
- Removal of disposal of existing systems (117), 133 motors to be removed and left on premises
- Stamped Calce drawings (1)
- Patching of drywall as need (3)

<u>Batteries at minimum:</u>

1. NiMH: 1 x 24V,
2. Batteries have 5-year warranty.
3. New batteries provided by the supplier.
4. Battery charging via AC continuous charging within the rails with no docking station.

<u>Lifting:</u>

1. Minimum of 2.0 inches/second with maximum load. Must have a wireless interface that can connect to the existing Wi-Fi network infrastructure at a later date. Usage analytics and maintenance analytics software must have capability to be monitored remotely via web access, without the need for a physical connection cable with usage data displayed on LCD screen integrated into hand control.
2. Electrical emergency lowering device without the need for an Allen wrench.
3. Expected life span of motors minimum 10 years, rail must have a life span of minimum of 20 years.
4. Track rails system must allow for a seamless transition from rails in the bedroom to the rails in the restroom. The gait system must allow for safe transfer between track sections with minimal staff interaction while maintaining safety and preventing accidental disengagement. The gate

must open upon alignment and remain locked when rails are out of alignment. Emergency stop that is reachable from floor with string, reset possible from floor.

5. Letter from manufacture to permit use of other manufacturers' loop-based slings with loop-based spreader bar.
6. The track rails must be capable of accommodating stationary lock for lift unit and/or stationary lock for Traverse Rail with user capability via hand control to separate position and lock the lift motor and/or the traverse rail in designated location(s) when indicated for patient care activity.
7. The hand control must be wired, with LCD screen capable of displaying patient weight and lift usage information. Scale must be internal; with patient weight displayed on a screen located on the hand control with a class III scale available as an option.
8. The lift must have continuous AC charging in rail.
9. In addition to compliance with ISO 10535 (Hoists for the transfer of disabled persons – Requirements and test methods), the entire lift unit (not only the transformer) must be UL (Underwriters Laboratory) certified to meet requirements for user safety. Copy of certificate must be provided and copies of independent (third party) test reports should be made available upon request.
10. Supplier must be able to provide lift systems from a manufacturer that has had no FDA opened or unresolved recalls within the past 10 years.

Task/Deliverable Three: TECHNICAL REQUIREMENTS

1. Must have a minimum three (3) year warranty on lift units, including lifting straps, minimum five (5) year warranty on batteries. Warranty shall include both Inspections, repairs, & Preventative Maintenance (PMs shall include parts, labor and shipping associated with PMs or warranty repair in between annual scheduled service.)
2. Contractor must provide initial and ongoing annual or supportive training to all staff on all shifts free of charge.
3. Contractor shall provide a plan for each room detailing location of lift rails, support structure above, and means of attachment.
4. Market research has been conducted nationally on each available ceiling lift vendor. The VA has a specific need for hoists that have a minimum lifting speed of 2.0 to 2.4 inches/second with maximum load.
5. Manufacturer / Vendor is required to disclose any safety investigations and corrective actions; and allow Government to determine acceptability.
6. All rails shall be weight tested prior to acceptance. Test weight shall be 150% of rated capacity and shall be applied to all points of suspension and traverse rail, as per ISO 10535 standards. Contractor will provide all travel, labor, parts, test equipment (to include weight set), tools, and incidentals necessary to perform all required inspection services.
7. All services for this contract must meet manufacturer's performance and technical specifications, Federal Regulations, and other specifications that may apply such as National Electric Code (NEC), Life Safety Code (LSC), Joint Commission (JC), and VA Regulations. There is a potential for exposure to blood borne or other infectious material with equipment throughout the hospital. All contractor maintenance persons must use the "Universal Precautions" during cleaning and maintenance/repair procedures required by this procurement request. Contractor will be responsible for providing their own Personal Protective Equipment as applicable. A certified contractor for the ceiling lift company must annotate all aspects of annual inspection performed

on the annual inspection checklist to include date and time of completed preventive maintenance; type, model, and serial number of the lifting system on which preventive maintenance was performed, maintenance performed, and all repairs and/or repair parts (if applicable) used to maintain operating efficiency per manufacture specifications of the equipment. The contractor will also complete checklists for Installation or Relocation Checklist for Ceiling Mounted Patient Lifts and/or corrective and Preventive Maintenance Checklist for Ceiling Mounted Patient Lifts as outlined in VACO Patient Safety Alert AL14-07PSA. The applicable checklist must be completed and signed by the inspector/technician, the facility representative, and the unit manager where the work is done. The annual inspection checklist along with the VA inspection checklists (as applicable) shall be sent to the applicable facility POC (BMET, Facilities, or SPHM Program Manager).

8. Final equipment certification shall be provided in writing prior to acceptance by the VA.
9. Any lift installation that modifies the function of a room's privacy curtains shall be addressed by lift installer. The mitigation plan must be submitted to and approved by the VA.
10. Lift installation shall include dust containment during installation. All rooms shall be returned to the VA in their original condition. Any damage inflicted shall be corrected by the contractor. Contractor shall provide tacky mats at each entrance to the area where work is being done. Upon completion of installation all surfaces shall be vacuumed and/or wet wiped to remove dust/debris.

Task Four: CONTRACTOR SHALL PROVIDE THE FOLLOWING TO BE CONSIDERED FOR AWARD:

Deliverable Four:

1. Disclosure of all Tort claims against vendor either pending or resolved regarding proposed system.
2. Disclosure of all Patient Safety Alerts against vendor either pending or resolved regarding proposed system.
3. Written plan for installation of track lift system as applicable including mechanical anchor designs and for modifying existing structural, mechanical, electrical and other infrastructure systems if necessary.
4. Provide drawings to show how rail system will be anchored to the structure.
5. Provide a specific timeline for installation.
6. Provide an installation Infection Control Plan that meets the facility's infection control risk assessment requirements.
7. Provide an Installation Plan including phasing and indicating time per unit with minimum interference with patient care. Example: installed on days when patient population is down, possibly weekend or Monday - Friday. The least amount of disruption to patient's comfort and care is expected.
8. Provide Plan reflecting availability of vendor for follow- up, to include but not limited to repairs and adjustment response during warranty period.

Task Five: TRAINING

Deliverable Five: Education/Training Plan by contractor on use of all equipment, after installation completion, with specific timelines - all shifts and all areas for end-users. Include training plan for Bio-Medical and/or Facilities Management staff which details any annual weight testing/inspection requirements required system warranty/certification.

Task Six: WARRANTY OF EQUIPMENT

Deliverable Six: Must have a minimum three-year warranty on lift units (including lifting straps and 5 years on batteries). Warranty shall include all travel, labor and shipping associated with any warranty repair.

D. SCHEDULE FOR DELIVERABLES

1. The contractor shall complete the Delivery Date column in SOW for each deliverable specified.
2. Unless otherwise specified, the number of draft copies and the number of final copies shall be the same.
3. If for any reason any deliverable cannot be delivered within the scheduled time frame, the contractor is required to explain why in writing to the CO, including a firm commitment of when the work shall be completed. If deliverable cannot be delivered within the scheduled time frame, compensation may be taken from the contractor.

E. CHANGES TO STATEMENT OF WORK

Any changes to this SOW shall be authorized and approved only through written modifications to the contract by the CO. A copy of each modification will be kept in a project folder along with all other products of the project. Costs incurred by the contractor through the actions of parties other than the CO shall be borne by the contractor. Change orders shall be in writing and signed by selected vendor or ceiling lift vendor and the Medical Center. Changes in work shall be performed under applicable provisions of the contract documents and shall be attached to the quotation as an addendum.

F. TRAVEL AND REQUIREMENTS:

No travel payment will be made. This shall be included in the quote provided. Contractor will install ceiling, lifts and tracks in various rooms as reflected in the floor plan at Wilkes Barre VA Medical Center. Equipment must be installed on daily continuous basis until all units are completed. There will not be any additional charges for return visits to complete installation.

Safe storage of the equipment and materials on the work site; open access to vacated rooms for installation; the provision of clear pathways; use of electric power and lights within the building at no cost must be provided to the contractor.

- The contractor must inform the VHA POC when personnel are removed from the contract for any reason.
- If a key person becomes unavailable to complete the contract, proposed substitutions for key personnel shall be made to the POC and CO.

It is agreed that:

1. The preliminary and final deliverables, and all associated working papers, application source code, and other material deemed relevant by VA which have been generated by the contractor in the performance of this contract, are the exclusive property of the U.S. Government and shall be submitted to the CO at the conclusion of the contract.
2. The CO will be the sole authorized official to release, verbally or in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. No information shall be released by the contractor. Any request for information relating to this contract, presented to the contractor, shall be submitted to the CO for response.
3. Press releases, marketing material, or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.
4. The C&A requirements do not apply, and a Security Accreditation Package is not required.

G. POINT OF CONTACT

Point of contact for the Wilkes Barre VA will be announced at time of award.

(End of Statement of Work)

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to

comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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

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

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

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

(End of Clause)

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.225-5	TRADE AGREEMENTS	NOV 2023
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL	MAR 2023

	BUSINESS SUBCONTRACTORS	
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.244-6DEV	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2025
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	MAY 2020
852.204-72	PERSONNEL VETTING AND CREDENTIALING (DEVIATION)	MAR 2026
852.211-70	EQUIPMENT OPERATION AND MAINTENANCE MANUALS	NOV 2018
852.211-72	TECHNICAL INDUSTRY STANDARDS	NOV 2018
852.212-71	GRAY MARKET AND COUNTERFEIT ITEMS	FEB 2023
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.246-71	REJECTED GOODS	OCT 2018
852.247-73	PACKING FOR DOMESTIC SHIPMENT	OCT 2018

(End of Addendum to 52.212-4)

C.3 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2025) (DEVIATION)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

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

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

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of Clause)

C.4 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.5 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.6 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

This section is intentionally left blank.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTION TO OFFERORS

Quotes shall be submitted via email to the Contracting POC listed on page 1 of the Standard Form 1449 in Block 7a. Include Request for Quote number in subject line of email. All quotes shall be submitted on or before the offer due date shown on page 1 of the Standard Form 1449 in Block 8.

To be deemed responsive and be considered for award, an offeror's quote shall include, but is not limited to:

1. Authorization Letter from the Original Equipment Manufacturer (OEM) of the brand offerors is providing if the offeror is not the OEM in accordance with VAAR 852.212-71 GRAY MARKET AND COUNTERFEIT ITEMS (FEB 2023).

2. Descriptive Literature in accordance with FAR 52.214-21 DESCRIPTIVE LITERATURE (APR 2002).

3. Standard Form 1449 (page 1), Solicitation/Contract/Order for Commercial Items, with blocks 12, 17, 30a, 30b, and 30c completed by the offeror.

4. Standard Form 1449 (page 2), Complete Contractor POC Information and Acknowledge Amendments, if applicable.

5. Standard Form 1449 Section B.2 Price/Cost Schedule.

6. Standard Form 1449 Section B.3 Delivery Schedule.

7. Standard Form 1449 continuation pages, Clauses and Provisions completed, if applicable.
    a. 52.225-6 Trade Agreements Certificate.

8. Offeror's Representations and Certifications per FAR Provision 52.219-1, as applicable.

To be deemed responsive and be considered for award, an offeror must quote all items identified in the solicitation and corresponding Statement of Need. Quoters that fail to quote all items will be deemed ineligible for award.

In accordance with FAR 52.204-7 System for Award Management, an Offeror is required to be registered in System for Award Management (SAM) when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

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

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

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

E.2 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
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.214-21	DESCRIPTIVE LITERATURE	APR 2002
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE (MAY 2010) NOTE	MAY 2010
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Addendum to 52.212-1)

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.4 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) *Basis for Award*. The Government will make an award to the responsible Lowest Priced Technically Acceptable (LPTA) quoter whose quotation meets the technical requirements as outlined in the solicitation and is the lowest priced. The following factors shall be used to evaluate quotations:

(1) Technical Specifications as outlined in the Statement of Need (SON)
(2) Price

(b) *Evaluation Approach*. The Government will perform an evaluation of the factors identified above to determine which offeror provides the Lowest Price Technically Acceptable (LPTA) for the requested supplies. Quotes will be listed by price, from lowest to highest, and starting with the lowest price offer, reviewed for responsiveness and evaluated for technical acceptability. If the lowest price offer is deemed responsive and technically acceptable, evaluations will cease, and all remaining offerors will not be reviewed for responsiveness or evaluated for technical acceptability. Technical acceptability will be evaluated on a pass/fail basis for adherence to technical requirements as defined by the Statement of Need.

(End of Provision)

E.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION)

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

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

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award

Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

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

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

Small disadvantaged business concern, means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 339113.

(2) The small business size standard is 800 Employees.

(3) 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 (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

(iii) 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.

(c) *Representations*.

(1) The offeror represents as part of its offer that—

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

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

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

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

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

(5) *SDVOSB joint venture eligible under the SDVOSB Program.* [*Complete only if the offeror is certified as a SDVOSB concern.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(6) *HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice*.

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

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

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

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

Other End Products

Line item No.	Country of origin

[List as necessary]

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

(End of Provision)

E.7 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:

Email Address: tyler.kraft@va.gov

(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.8 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

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

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

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

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

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

(f) *Iran Representation and Certifications*.

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

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

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

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

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

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

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

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

(g) *Disclosure*.

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

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

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

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

manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

End of Document