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

1. REQUISITION NO. 531-26-4-199-0104

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER 36C26026Q0791

6. SOLICITATION ISSUE DATE 06-29-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME Jennifer Robles; jennifer.robles1@va.gov

b. TELEPHONE NO. (No Collect Calls) 253-888-4924

8. OFFER DUE DATE/LOCAL TIME 07-23-2026 1PM MDT

9. ISSUED BY CODE 36C260

Department of Veterans Affairs
Network Contracting Office 20 (V4CONT)
1601 E. Fourth Plain Boulevard
Building 17, Suite B428
Vancouver WA 98661

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: 811210

SIZE STANDARD: $34 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS Net 30

- [ ] 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 36C531

Department of Veterans Affairs
Boise VA Medical Center

500 West Fort St.
Boise ID 83702

16. ADMINISTERED BY CODE 36C260

Department of Veterans Affairs
Network Contracting Office 20 (V4CONT)
1601 E. Fourth Plain Boulevard
Building 17, Suite B428
Vancouver WA 98661

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 _____

Dept of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO BOX 149971
Austin TX 78714-9971

PHONE: FAX:

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

- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This solicitation is for a service agreement brand name or equal to "PremiumCare epMotion 5075" for two (2) epMotion 5075 automated pipetting systems. See Section B.2, Price / Cost Schedule and D.1, Statement of Work for requirements. Period of performance: Base: 09/17/2026 - 09/16/2027 Option Year 1: 09/17/2027 - 09/16/2028 Option Year 2: 09/17/2028 - 09/16/2029 Option Year 3: 09/17/2029 - 09/16/2030 Option Year 4: 09/17/2030 - 09/16/2031 Vendors must submit an OEM authorization letter verifying authorization to provide certified OEM parts and service along with proof that technicians are factory certified to work on epMotion 5075 at the time of offer. Questions due no later than 1PM Mountain on 07/13/2026. Offers due no later than 1PM Mountain on 07/23/2026. Submit questions and/or offers to jennifer.robles1@va.gov. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
531-3660160-199-810300-2543 010010143

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

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
- [ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Jennifer Robles
VA-VHA-RPOW-2024-0043

31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer 36C260

Department of Veterans Affairs

Network Contracting Office 20 (V4CONT)

1601 E. Fourth Plain Boulevard

Building 17, Suite B428

Vancouver WA 98661

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 Inspection and acceptance

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.

Via Tungsten Network: https://www.tungsten-network.com/customer-campaigns/veteransaffairs/

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	epMotion PremiumCare Service Agreement for (2) epMotion 5075 units, serial #5075MK910151 and #5075KN207239 If equal, list here: _____ Contract Period: Base POP Begin: 09-17-2026 POP End: 09-16-2027 LOCAL STOCK NUMBER: 0082030075	1.00	EA	_____	_____
1001	epMotion PremiumCare Service Agreement for (2) epMotion 5075 units, serial #5075MK910151 and #5075KN207239 If equal, list here: _____ Contract Period: Option 1 POP Begin: 09-17-2027 POP End: 09-16-2028 LOCAL STOCK NUMBER: 0082030075	1.00	EA	_____	_____
2001	epMotion PremiumCare Service Agreement for (2) epMotion 5075 units, serial #5075MK910151 and #5075KN207239 If equal, list here: _____ Contract Period: Option 2 POP Begin: 09-17-2028 POP End: 09-16-2029 LOCAL STOCK NUMBER: 0082030075	1.00	EA	_____	_____
3001	epMotion PremiumCare Service Agreement for (2) epMotion 5075 units, serial #5075MK910151 and #5075KN207239 If equal, list here: _____ Contract Period: Option 3 POP Begin: 09-17-2029 POP End: 09-16-2030 LOCAL STOCK NUMBER: 0082030075	1.00	EA	_____	_____

4001	1.00	EA	_____	_____
	epMotion PremiumCare Service Agreement for (2) epMotion 5075 units, serial #5075MK910151 and #5075KN207239 If equal, list here: _____ Contract Period: Option 4 POP Begin: 09-17-2030 POP End: 09-16-2031 LOCAL STOCK NUMBER: 0082030075			
			GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001-4001	SHIP TO:	Department of Veterans Affairs Boise VA Medical Center 500 W. Fort Street Boise, ID 83702 4501 USA	ALL	No later than 09/16/2031
	MARK FOR:	ATTN: Eva Katahira 208-422-1000 Ext 7882 Eva.Katahira@va.gov		

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 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days prior to contract expiration.

(End of Clause)

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.4 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)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	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
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT — REQUIREMENTS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION)	APR 2026
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.225-3	BUY AMERICAN—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018

52.232-36	PAYMENT BY THIRD PARTY (DEVIATION)	NOV 2025
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION)	NOV 2025
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.212-71	GRAY MARKET AND COUNTERFEIT ITEMS	FEB 2023
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 STATEMENT OF WORK

Statement of Work. Service agreement for Eppendorf epMotion automated liquid handling systems.

Background. Boise VA Medical Center Research Services is seeking a vendor to provide preventative maintenance and repair services for two Eppendorf epMotion automated pipetting systems. The instruments were acquired to aid in the high throughput screening of Covid-19 samples isolated from patients. After the expiration of the purchase warranty the instruments have been covered under Eppendorf PremiumCare Service Agreements. The manufacturer of the instrument requires that all services be provided by authorized factory certified Eppendorf trained staff.

Scope. The two epMotions, with serial numbers #5075KN207239 and # 5075MK910151, are located at the Boise VA Medical Center, Research Services, building #117, room 221. The period of performance will be 9/17/2026 through 9/16/2027.

Specific Tasks. For base year and each of the 4 option years the following must be covered:

- One annual preventative maintenance including a maintenance report and dated service sticker
- Software/firmware updates during annual maintenance
- Priority response for service calls
- Spare parts, labor, travel on repairs covered at 100%
- Priority response for service calls
- Service provided by Eppendorf-certified service technicians
- 10% discount on additional operational qualification services

Hours of Coverage & Federal Holidays. The contractor must be required to work during normal Boise VA Medical Center's business hours. Those hours are defined as Monday through Friday, 8:00 AM to 4:30 PM. All visits must be scheduled in advance with Research Services.

Services must not be performed on the following legal government holidays:

New Year's Day	Jan 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence	Day July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran Day	November 11th
Thanksgiving	4th Thursday in November
Christmas	December 25th

Technical Point of Contact. The point of contact (POC) will be a Research staff member familiar with the operation of the instrument and not the Contracting Officer Representative (COR).

Performance Monitoring. The POC will escort the contractor while in the Research facility and will be available to respond to inquiries by the contractor. The contractor will review all services performed on the instrument with the POC and provide a copy (hard or electronic) of the service report for Research's records within 2 weeks of the service call. The POC will notify the AO of Research Services of all work completed by the contractor.

Security Requirements. The contractor will not have the need or have access to the VA internet network system or patient information and will not require routine access to VA Facilities. No security clause is required. The C&A requirements do not apply, and a Security Accreditation Package is not required.

The contractor will require intermittent access to the Research building only during scheduled visits and will be escorted by a VA Research employee during those times. No background investigation is required.

Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI). No GFE or GFI will be needed or provided, since the imager system is a stand-alone instrument. The contractor does not require access to any additional equipment or materials.

Other Pertinent Information or Special Considerations. The contractor must be Eppendorf trained and authorized to repair and provide service to this system according to the manufacturer to avoid invalidating existing warranties.

a. Identification of Possible Follow-on Work

Repairs that cannot be completed during the initial visit.

b. Identification of Potential Conflicts of Interest (COI)

No conflicts of interest have been identified between requestors and potential vendors.

c. Inspection and Acceptance Criteria

With the contractor present, the POC will verify that the contractual work has been performed and will relay the information to the AO of Research.

Risk Control. Research building 117 is designated as a BSL-2 facility. The rooms are marked to denote specific hazards that are currently in use. In the rooms where the work will be performed, the PPE requirements will be noted, as per policy and PPE will be available. Additionally, there are no patients, nor patient care in the research buildings.

As per contractor's requirements, the instrument will be cleaned and disinfected, if necessary, before work commences.

Place of Performance.

Boise VAMC
Research Building #117
500 W. Fort Street
Boise, ID 83702

Payment. The invoice for the service contract must be submitted via the Financial Services Center Mandatory Electronic Invoice System, Tungsten, on an annual basis. All invoices must include the following information: vendor's name, service contract number, the billed period of performance and PO number. Payment of submitted invoices will be approved by the AO or the ACOS of Research.

Period of Performance.

Base Year: September 17, 2026 – September 16, 2027
Option Year One: September 17, 2027 – September 16, 2028
Option Year Two: September 17, 2028 – September 16, 2029
Option Year Three: September 17, 2029 – September 16, 2030
Option Year Four: September 17, 2030 – September 16, 2031

Delivery Schedule.

Timeline	Task	Deliverable	Documentation
Base year	Invoice	Annual	Submission to Tungsten & 1 copy to POC
Base year	Service call(s) as required	Service report will be provided within 2 weeks of the visit	1 copy to POC
Option year 1	Invoice	Annual	Submission to Tungsten & 1 copy to POC
Option year 1	Service call(s) as required	Service report will be provided within 2 weeks of the visit	1 copy to POC
Option year 2	Invoice	Annual	Submission to Tungsten & 1 copy to POC
Option year 2	Service call(s) as required	Service report will be provided within 2 weeks of the visit	1 copy to POC
Option year 3	Invoice	Annual	Submission to Tungsten & 1 copy to POC
Option year 3	Service call(s) as required	Service report will be provided within 2 weeks of the visit	1 copy to POC

Option year 4	Invoice	Annual	Submission to Tungsten & 1 copy to POC
Option year 4	Service call(s) as required	Service report will be provided within 2 weeks of the visit	1 copy to POC

Research Services Administrative Officer.

Name:	Carolyn Melvin, AO
Section:	Research Services
Address:	Boise VAMC Research Services, Building 117, MS 151 Boise, ID 83702
Phone Number:	208.422.1000, X7601
Fax Number:	208.422.1425
E-Mail Address:	Carolyn.melvin2@va.gov

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) *Submission of offers*. Submit signed SF 1449 and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if

necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. A post-award debriefing is not appropriate as this requirement is using FAR 12.201-1 procedures. If a post-award debriefing is requested by offerors, the Government shall provide a brief explanation in accordance with FAR 12.301(b) procedures.

(End of Provision)

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

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

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

E.2 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

E.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

FAR Number	Title	Date
52.203-18	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
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—CERTIFICATION (DEVIATION)	NOV 2025
52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION)	NOV 2025
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Addendum to 52.212-1)

E.4 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICE

Evaluation Factors

1. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government. The following factors shall be used to evaluate offers:

This evaluation will be based on price.

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

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

(End of Provision)

E.5 BASIS OF SELECTION

1. Contract Type: The contract will be firm fixed price. It will be competed and awarded under the Revolutionary Federal Acquisition Regulation Overhaul Part 12, Acquisition of Commercial Products and Services procedures. The Government intends to select one contractor for the subject solicitation.

2. Responsive and Responsible: This is a Low Price solicitation where a single Offeror will be selected who is deemed responsive and responsible in accordance with the Federal Acquisition Regulation (FAR) 9.104-1, whose offer conforms to the RFQ requirements, offers the lowest price, whose price does not exceed the amount of funding available for the procurement, and whose offered price is found to be reasonable.

3. SAM Registration: Offeror must be registered in the System for Award Management (SAM). No contract will be entered into with an unregistered contractor. Internet access allows you to register by completing an electronic on-line registration application at https://www.sam.gov/portal/public/SAM/ On-line Representations and Certifications (ORCA) may also be filled out at this website.

4. **Questions**: Questions to this RFQ shall be submitted via electronic mail to the Contracting Officer Jennifer Robles (jennifer.robles1@va.gov). Questions shall be accepted until 1:00 PM Mountain on 07/13/2026. The Government is not obligated to respond to any questions received after that date and time. All questions received within the designated timeframe that the Government considers relevant, will be answered. Responses to questions will be provided as amendment to the RFQ that will be made available to all potential Offerors. Telephonic inquiries will not be responded to.

5. Quote Preparation Instructions:

5.1. Specific Instructions: Submit signed SF 1449 and dated offers to Contracting Officer Jennifer Robles via email to jennifer.robles1@va.gov. All Quotes shall be legible and prepared in the following general format to be properly evaluated. Offers shall be complete, self-sufficient, and respond directly to the requirements of this solicitation.

5.1.1. Format.

**** ALL OFFERORS ARE REQUIRED TO SUBMIT PARTS 1 THROUGH 3 BELOW TO BE IN ORDER TO COMPLY WITH THE SOLICITATION INSTRUCTIONS. IF YOU DO NOT COMPLY WITH THESE INSTRUCTIONS, YOU MAY NOT BE FURTHER EVALUATED FOR AWARD. ****

Part I: Executed Request for Quote

Part II: Price Proposal

Part III: Responsibility

5.1.2. Part I - Executed Request for Quote: requires the offeror to complete blocks 17a (block 17a must include a SAM Unique Entity ID), 17b, 30a, 30b, and 30c, on the SF 1449 as applicable. Complete acknowledgement of amendments issued.

5.1.3. Part II - Price: Insert proposed unit and extended prices in Contract Line-Item Numbers (CLIN). All prices shall be represented in two decimal positions only. Example: $0.27, not $0.27458. Firm fixed unit pricing shall include all labor, overhead, profit, materials, and associated costs of the like to provide services. Pricing shall not be handwritten to ensure they are legible. Pricing will be priced as a total all-inclusive for the items listed in Section B.2 (Price/Cost Schedule). The quoted price from the offeror shall not exceed the stated contractor's price schedule. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers. Offers received that do not comply will be found non-compliant and removed from evaluation.

5.1.4. Part III – Responsibility: Requires the offeror to provide information verifying that it has the capability of meeting the requirements of the solicitation. Please provide copies of the following:

5.1.4.1. Descriptive literature such as illustrations, drawings, or other descriptive information to enable the Contracting Officer to evaluate services against the Statement of Work. Evaluations shall be based on information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

5.1.4.2. Authorization letter from the manufacturer to provide the end item or a statement that the offeror is the manufacturer provided at the time of offer. Authorization letter should state that vendor is authorized to provide certified OEM parts along with verification that technicians are factory-certified to work on epMotion 5075.

Offerors must read the solicitation entirely to ensure compliance with the solicitation requirements. Offers received that do not comply with the terms and conditions of the solicitation and/or have missing documentation may be considered non-compliant and may be removed from evaluation.

Past performance will be evaluated using the Contractor Performance Assessment Reporting System (CPARS), as well as the past performance references. If an Offeror does not have past performance available in CPARS, the past performance references will be used exclusively. Government databases and previous Project Owners/CORs may be contacted as references. The Government may research offeror performance on any federal, state, local, and commercial contracts of the offeror that is known to the Government but not included on a submitted reference. Additionally, the personal experience and evaluator knowledge of offeror performance may be utilized.

6. Basis For Award: An award will be made to a single offeror. Any award to be made will be based on the lowest price offer that meets responsibility requirements with a satisfactory record of past performance. If an offeror has no record of relevant past performance record or if information is not

available, they will not be rated favorably or unfavorably. No offer will be accepted that does not contain the total amount of work specified in this solicitation.

7. Price Criteria:

7.1. Price. Price will be evaluated using Price Analysis Techniques and the following criteria:

7.2. Total Price: The total evaluated price will be the sum of all Contract Line-Item Numbers (CLINs).

7.3. Balance of Offer: The offer is balanced if the price is properly distributed throughout the life of the contract by base and option years.

7.4. Reasonableness. A price is reasonable if, in its nature or amount, it does not exceed what would be incurred by an ordinarily prudent person in the conduct of normal competitive business.

8. Responsibility Criteria:

The ratings focus on the acceptability of the offeror's offer and will be assessed at the factor level. Responsibility shall be evaluated using the following rating method:

8.1. Acceptable:	Meets all specified minimum performance or capability requirements necessary for satisfactory contract performance.
8.2. Not Acceptable:	Fails to meet all or some specified performance or capability requirements. Clearly state why the offeror does not meet any specified performance or capability requirement.

9. Past Performance Ratings:

9.1. Past Performance: The Government will review available past performance data in the Government's Contractor Performance Assessment Reporting System (CPARS). However, the Government reserves the right to obtain past performance information from any available source and may contact sources other than those identified by the offeror when evaluating past performance. The Government will rate the offeror in relation to risk. A contract award will not be made to any offeror who receives an Unsatisfactory past performance rating. The Past Performance Factor will be assigned one of the ratings defined below:

9.1.1. Acceptable - Little doubt exists that the offeror will successfully perform the required effort based on its performance record.

9.1.2. Not Acceptable – Significant doubt exists that the offeror will successfully perform the required effort based on its performance record.

E.6 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)