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

| 1. REQUISITION NO. | PAGE 1 OF |
|---|---|
| 695-26-3-133-0687 | 53 |

| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NO. | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|---|---|---|---|---|
| | | | 36C25226Q0527 | |

| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NO. (No Collect Calls) | 8. OFFER DUE DATE/LOCAL TIME |
|---|---|---|---|
| | Hansen, Jessica | 414-844-4800 X40118 | 07-17-2026 12:00pm CDT |

9. ISSUED BY — CODE 36C252

Department of Veterans Affairs
36C252
115 South 84th Street, Suite 101

Milwaukee WI 53214-1476

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: 541380

SIZE STANDARD: $19 Million

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

15. DELIVER TO — CODE 36C252

Edward Hines, Jr. VA Hospital

5000 South 5th Avenue
Hines IL 60141-5000

16. ADMINISTERED BY — CODE 36C252

Department of Veterans Affairs
36C252
Great Lakes Acquisition Center - HC
115 South 84th Street, Suite 101
Milwaukee WI 53214-1476

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

Department of Veterans Affairs
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 (See CONTINUATION Page) | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | SPS water testing IAW AAMI ST108 standards at the Hines VA Hospital in Hines, IL. Includes pH, Alkalinity, Bacteria, Endotoxin/LAL, TOC, Ionic Contaminant, Conductivity, and Hardness tests. Also includes on-site sampling. See SOW for details.<br><br>Base year plus four (4) one-year options:<br>BASE: 08/01/2026-07/31/2027<br>OY1: 08/01/2027-07/31/2028<br>OY2: 08/01/2028-07/31/2029<br>OY3: 08/01/2029-07/31/2030<br>OY4: 08/01/2030-07/31/2031<br><br>Base year order quantities to be finalized at time of award. Sampling/test schedule to be coordinated with facility at start of period of performance.<br><br>(Use Reverse and/or Attach Additional Sheets as Necessary) | | | | |

25. ACCOUNTING AND APPROPRIATION DATA (See CONTINUATION Page)
Accounting data to be made available at time of award.

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.

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

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

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

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

| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | 31c. DATE SIGNED |
|---|---|---|---|
| | | Jessica Hansen<br>Contracting Officer | |

## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA (continuation from Standard Form 1449)

**OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED HEREIN PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.**

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

| AMENDMENT NO | DATE |
|---|---|
| _____ | _____ |
| _____ | _____ |

**1. CONTRACT ADMINISTRATION:** All contract administration matters will be handled by the following individuals:

a. **CONTRACTOR:**

CONTRACTOR NAME _____
ADDRESS _____
CITY-STATE-ZIP _____
POINT OF CONTACT/TITLE _____
PHONE NUMBER _____
FAX NUMBER_____
E-MAIL ADDRESS _____
SAM UEI NO. _____
CAGE CODE _____

CONTRACTOR'S PAST PERFORMANCE POINT OF CONTACT
(IF DIFFERENT THAN ABOVE):
NAME: _____
EMAIL ADDRESS:_____

b. **GOVERNMENT:** Jessica Hansen, Contracting Officer
CONTRACTING OFFICE CODE: 36C252
DEPARTMENT OF VETERANS AFFAIRS
GREAT LAKES ACQUISITION CENTER
115 S. 84TH ST., STE 100
MILWAUKEE WI 53214

**2. FAR OVERHAUL (RFO):** The Federal Acquisition Regulations (FAR) are undergoing the most thorough revision in their history, known as the Revolutionary FAR Overhaul (RFO). Accordingly, references to the updated regulations will be cited as RFO, rather than FAR, e.g., RFO 52.212-4 instead of FAR 52.212-4. The RFO may be found at RFO.

**3. ACQUISITION OF COMMERCIAL ITEMS:** This Request for Quote (RFQ) solicitation is issued under the authority of Revolutionary FAR Overhaul Part 12 - Acquisition of Commercial Products and Commercial Services. FAR Part RFO 14 and RFO 15 will not be used. From this RFQ, the Government intends to award a firm fixed price contract where the contractor provides a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. (Note: The terms "offeror" and "quoter" are both used in this Solicitation. For the purposes of this Solicitation, these terms are interchangeable; there is no difference in meaning between the two.)

**4. SET-ASIDE (If any):** See box 10 of STANDARD FORM 1449.

**5. SOLICITATION TIMELINE SUMMARY:**

**A. RFQ QUESTIONS:**
In order to maintain integrity of this solicitation and subsequent award date, all offerors are advised that any question and answer requests must be submitted in a written form via e-mail to the Contracting Officer Jessica Hansen at jessica.hansen@va.gov no later than Friday, July 10th at noon central time. Contracting will issue a consolidated response via solicitation amendment to https://sam.gov Contract Opportunities within 2 business days to all parties.

**B. SOLICITATION CLOSES/QUOTES DUE:**
See box 8 of STANDARD FORM 1449 or most recent Amendment.

**C. SUBMISSION OF QUOTE:**
See 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services and addendum for specific instructions to offerors.

**6. INVOICES:** Use of the invoicing procedures set forth in this Contract are mandatory and supersede any other invoicing procedures otherwise used by the contractor. The contractor is responsible for the proper, timely submission of all invoices for work that has been completed under this Contract and accepted by the Government. Invoice payment, including the calculation of late fees when applicable, shall be conducted in accordance with current Department of Veterans Affairs policies and procedures at the time an invoice is submitted. Under no circumstances will a late payment be grounds for termination of this Contract.

a. Electronic Submission of Invoices: Invoices must be submitted after all work is completed for stand-alone Contracts or monthly in arrears for long-term Contracts, in accordance with: VAAR 852.232-72 Electronic Submission of Payment Requests. Invoices shall not be submitted for work not yet performed.

b. Payment in Arrears: Payment will be made in arrears upon receipt of a properly prepared invoice. Advance payment for work not yet performed is not authorized under this Contract.

c. Electronic Accounts: Before an invoice can be submitted or payment rendered, all contractors must establish a payment account with the Department of Veteran Affairs Financial Services Center (VAFSC) and register with the Tungsten Network for free electronic submission of invoices.

1. VAFSC Payment Account: A VAFSC payment account is established via the VAFSC Customer Engagement Portal at VAFSC Customer Engagement Portal. For assistance, VAFSC customer service is available at (877) 353-9791, option 2, or e-mail at vafsccshd@mail.va.gov.

2. Tungsten Network: Registration with the Tungsten Network may be accomplished at Tungsten Network Registration. Additional information and assistance may be found at Introduction - Simplified Invoicing with the Tungsten Network. Tungsten Network support is available at (877) 489-6135 or e-mail at VA.Registration@Tungsten-Network.com. Contractors shall submit an electronic invoice by the tenth ($10^{th}$) of the following month services were performed or goods delivered via the Tungsten Network through the website at Tungsten Network Portal.

d. Invoice Contents: All invoices must reference the contractor's name and address, customer name, Contract number, appropriate obligation/funding order number, description of services or supplies provided, quantity, unit price, and total invoice amount (any additional info). Invoices must also include any payment discount terms.

e. Electronic Payment: All payments by the Government to the contractor will be made in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management

**7. NONPERSONAL SERVICES CONTRACT:** This Contract is a nonpersonal services contract, as defined in FAR 37.101. VA personnel will not exercise any supervision or control over Contractor personnel performing work under this Contract. Such personnel shall be accountable solely to the Contractor, which in turn is responsible to the Government for execution of the services under this Contract.

**8. CONTRACTING OFFICER AUTHORITY:** The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitment or issue changes that will affect price, quantity or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority, and no adjustment will be made in the contract price to cover any increase in cost incurred thereof.

**9. FACILITY REQUIREMENTS:** In addition to any other requirements set forth in this Contract, the Contractor, including its employees, agents, and subcontractors (collectively "the Contractor"), shall comply with the following facility requirements. Failure to comply with these requirements shall be considered a material breach of this Contract and may be a violation of Federal law resulting in charges answerable in the United States District Court.

a. Contractor is responsible to follow all on-site facility policies.

b. All VA property is considered Federal property, and all Federal laws are applicable.

c. It is the responsibility of the Contractor to park in the appropriate designated parking areas. Information on parking is available from the VA Police Section. The VA will not invalidate or make reimbursement for parking violations of the Contractor under any conditions.

d. All VA facilities are drug free. Possession of drugs, to include Marijuana and all Marijuana bi-products are prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

e. All contractor personnel are required to adhere to all VA rules and regulations.

f. Smoking is prohibited on the entire campus, both inside and outside the VA Facility.

g. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.

h. VHA DIRECTIVE 1192: This Veterans Health Administration (VHA) directive establishes policy and provides guidance for the prevention of seasonal influenza in VHA facilities through the vaccination or masking of health care personnel (HCP). AUTHORITY: Title 38 United States Code (U.S.C.) 7301(b), 7318(b). Contractor is responsible in ensuring that all aspects of this directive are implemented, including providing face masks and influenza vaccines for all employees working at a VA facility.

**10. SECURITY & PRIVACY CONTROL:** Contractors shall coordinate all badging, background checks, and fingerprinting with the COR or otherwise designated facility point of contact. Reference VA Handbook 0710, VA Handbook 0735, VA Directive 0735.

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

**11. RECORDS MANAGEMENT OBLIGATIONS:**

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

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

The term Federal Record:

1. includes VA records;

2. does not include personal materials;

3. applies to records created, received, or maintained by Contractors pursuant to their VA contract; and

4. may include deliverables and documentation associated with deliverables.

c. Requirements:

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

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

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

4. The facility and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of the facility or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to the facility. The agency must report promptly to NARA in accordance with 36 CFR 1230.

5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in this Contract. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting

Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to the facility's control, or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in this Contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

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

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with the facility's policy.

8. The Contractor shall not create or maintain any records containing any non-public facility information that are not specifically tied to or authorized by the Contract.

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

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

11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take VHA-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training. The facility, in coordination with the COR/POC, will provide any required training under this subparagraph.

d. Flow-down of requirements to Subcontractors:

1. The Contractor shall incorporate the substance of this section, its terms and requirements including this paragraph, in all subcontracts under this Contract and require written subcontractor acknowledgment of same.

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

## B.2 STATEMENT OF WORK

**PURPOSE:** Edward Hines Jr. VA Hospital (Hines VAMC) is requesting to establish a service contract for emergency and scheduled testing of their sterile water system in the Sterile Processing Service (SPS) department, including the RO water system and associated sites, as listed in Appendix A.

1. **SCOPE:** Contractor shall furnish all labor, transportation, parts, and expertise necessary to provide recurring water testing within the Sterile Processing Services (SPS) department at Hines VA hospital. Water testing shall be performed in accordance with AAMI standards for Sterile Processing (ST108). Any changes to quantity, test type, collection site, or frequency necessitated by changes to AAMI ST108 or the most current standards shall be considered in scope. No access to the VA network or sensitive information will be required as part of this service.
2. **HOURS OF COVERAGE**:
   a. On-site sample collection/on-site coverage: Monday through Friday, 8:00 AM to 6:00 PM local time, excluding national holidays. If access is deemed necessary outside of these hours, these hours shall be charged at the prevailing vendor non-business travel and labor rates.
   b. Work performed outside the normal hours of coverage at the request of the contractor shall be considered service during normal hours of coverage.
   c. National holidays observed by Hines VAMC are:

| | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King Jr.'s Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Juneteenth Day | Christmas Day |
| Independence Day | |

   *When a Federal Holiday falls on a Sunday, the following Monday shall be observed as a Federal Holiday by the U.S. Government agencies. When a Federal Holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday.

   In addition to the days designated as national holidays, the Government observes the following days:
   - Any other day designated by Federal Statute
   - Any other day designated by Executive Order
   - Any other day designated by the President of the United States to be a Federal holiday.

   d. Contractor shall respond as required within 1 hour of service request/notification. On-site presence, if required, shall be within 24 hours of initial call placement.
3. **LOCATION OF SERVICE:**

Edward Hines, Jr. VA Hospital
5000 South 5th Avenue
Hines, IL 60141-5000

All travel shall be included in the contract at no additional charge.

4. **SERVICES AND PARTS NOT COVERED BY CONTRACT**: Contracting Officer (CO) or Contracting Officer's Technical Representative (COR) authorization for any work or parts outside the scope of this contract shall be handled separately using standard part and labor rates. Contractor shall provide a list of exclusions at the time of the proposal for VA review. Any work outside the scope of the contract shall be identified, quoted, go through COR approval, and have a PO issued before work begins.

5. **QUALIFICATIONS:** To be considered eligible for consideration, offerors must:

   a. Offeror must have staff trained on water sampling techniques and procedures. Offerors shall provide, upon request, documentation of required training completion.

   b. Offerors must operate a laboratory holding all relevant accreditations and certifications. Offerors shall provide, upon request, documentation of accreditations or certifications.

   c. Offerors must be able to perform all required water testing in accordance with AAMI ST108 standards.

   d. Subcontracting of any ensuing award of this solicitation will not be allowed without written permission of the Contracting Officer. The contractor shall submit any proposed change in subcontractor(s) to the CO for approval/disapproval.

   e. Offeror must meet The Joint Commission requirements for proving competency of service provider.

   f. Offeror shall provide, upon request, job title, job description, and qualifications of personnel that will or may provide service.

   g. The CO or COR specifically reserves the right to reject any of the contractor's personnel and refuse them permission for access. All service personnel shall be aware of and compliant with Hospital policy and procedures pertaining to safety, fire, severe weather, and emergency procedures.

6. **SAFETY REQUIREMENTS:** In the performance of this contract, all service personnel shall use appropriate personal protective equipment (PPE) during sampling, including complying with appropriate attire when entering a sterile environment. The Contracting Officer or designee will notify the contractor of any noncompliance with the foregoing provisions and action to be taken.

7. **SPECIFICATIONS OF WORK**:

Water Testing:

a. Contractor shall perform appropriate testing on all water samples per the sampling schedule and sites in accordance with AAMI ST108 or latest standards.
   - Sites may be added/removed based on most current standards

b. Contractor shall furnish all labor, tools, and materials (e.g. service manuals, software, etc.) required to perform the covered service.
   - Includes retesting at no additional cost for failed or inconclusive tests.

c. Contractor shall provide on-site sample collection services.
   - Includes all materials to collect and ship water samples. Includes shipping costs incurred for all covered samples.

d. All water tests shall be performed according to the relevant standards and/or policies including AAMI ST108.
   - Standards may be updated during period of performance, Offeror shall follow most current standards.

e. Each of the required water tests shall performed for samples taken at the outlet of the sites listed in Appendix A.
   - Appendix A is open for modification if additional test ports are added or removed, per AAMI ST108 requirements. Modifications shall be issued by the CO and bilaterally approved.

f. Results of water testing shall be promptly provided after the conclusion of each test. Results shall be provided electronically to the COR or designee.
   - COR: Asma Basith asma.basith@va.gov - 708-825-5841

g. Results reports shall include the following information, at a minimum:
   - Test Location
   - Test(s) Performed
   - Date of Sample Collection
   - Date of Lab Analysis
   - Numerical Result
   - Clear Pass/Fail Indication

h. Medivator Testing (monthly):

**Table 2—Categories and performance qualification levels of water quality for medical device processing**

| Water Quality Measurement | Units | Utility Water | Critical Water | Steam* |
|---|---|---|---|---|
| pH @ 25 °C: | pH | 6.5 – 9.5 | 5.0 – 7.5 | 5.0 – 9.2** |
| Total Alkalinity | mg $CaCO_3$/L | <400 | <8 | <8 |
| Bacteria | CFU/mL | <500*** | <10 | N/A |
| Endotoxin | EU/mL | N/A*** | <10 | N/A |
| Total Organic Carbon (TOC) | mg/L (ppm) | N/A | <1.0 | N/A |
| Color and Turbidity | Visual | Colorless, clear, without sediment | Colorless, clear, without sediment | Colorless, clear, without sediment |
| Ionic Contaminants | | | | |
| Aluminum | mg/L | <0.1 | <0.1 | <0.1 |
| Chloride | mg/L | <250 | <1 | <1 |
| Conductivity | µS/cm | <500 | <10 | <10 |
| Copper | mg/L | <0.1 | <0.1 | <0.1 |
| Iron | mg/L | <0.1 | <0.1 | <0.1 |
| Manganese | mg/L | <0.1 | <0.1 | <0.1 |
| Nitrate | mg/L | <10 | <1 | <1 |
| Phosphate | mg/L | <5 | <1 | <1 |
| Sulfate | mg/L | <150 | <1 | <1 |
| Silicate | mg/L | <50 | <1 | <1 |
| Total Hardness | mg $CaCO_3$/L | <150**** | <1 | <1 |
| Zinc | mg/L | <0.1 | <0.1 | <0.1 |

* Steam parameters are for monitoring as steam condensate

**See 6.3 a) for specifics. For local steam generation, the condensate pH should be 5.0 to 7.5. For boiler-treated steam, most boilers should be treated to maintain a condensate pH of 7.5 to 9.2

*** When Utility Water is used after chemical high-level disinfection as a final rinse, the bacteria should be <10 CFU/mL and endotoxin <10 EU/mL

**** If hardness is greater than 150 mg/L a water softener is recommended unless used for washing where the cleaning chemistry is capable of handling higher levels of hardness

i. Other testing (either monthly or quarterly, depending on water type):

**Table 5—Frequency for water quality monitoring at water generation system**

| Water quality measurement | Type of testing | Routine monitoring sampling site | Minimum frequency of testing* | |
|---|---|---|---|---|
| | | | Utility Water | Critical Water |
| pH | pH meter** or Colorimetric dipsticks (sample tested within 15 minutes) | After the last treatment step | Quarterly | Monthly |
| Conductivity | Conductivity meter (in line or by measurement of a collected sample) | After the last treatment step, Storage tanks (if used) | Quarterly | Daily |
| Total Alkalinity | Colorimetric dipsticks Alkalinity test kit** | After the last treatment step, storage tanks (if used) | Quarterly | Monthly |
| Total Hardness | Determination of ppm as $CaCO_3$ by Colorimetric dipsticks, Titration kit**, or Handheld meter** | After the last treatment step | Quarterly | Monthly |
| Bacteria | Heterotrophic plate count (see Annex H) | Loop out and loop return points | N/A | Monthly |
| Endotoxin | LAL test (see Annex H) | Loop out and loop return points | N/A | Monthly |

*NOTE 1 The recommendations for frequency of testing in this table are the recommended minimum frequency. If problems or issues arise with the water quality, it may be necessary to increase the frequency until they are resolved.

**NOTE 2 When using these tests, the user should carefully follow the manufacturer's written IFU for accurate results. When measuring Critical Water levels, the water sample must be filled to the brim for these test kits, sealed and, if the sample is hot, allowed to cool to room temperature before testing. Testing within 15 minutes of sample collection prevents carbon dioxide absorption that can result in an inaccurate pH.

**Table 6—Frequency for water quality monitoring at point-of-water-use**

| Water quality measurement | Type of testing | Routine monitoring sampling site | Minimum frequency of testing* | | |
|---|---|---|---|---|---|
| | | | Utility Water | Critical Water | Steam |
| pH | pH meter** or Colorimetric dipsticks (sample tested within 15 minutes) | At the point the distribution loop enters the processing area or first POU on the distribution loop | Quarterly | Monthly | Quarterly |
| Conductivity | Conductivity meter** or Colorimetric dipsticks | At the point the distribution loop enters the processing area or first POU on the distribution loop | Quarterly | Monthly | Quarterly |
| Total Alkalinity | Colorimetric dipsticks or Alkalinity test kit** | At the point the distribution loop enters the processing area or first POU on the distribution loop | Quarterly | Monthly | Quarterly |
| Total hardness | Determination of ppm as $CaCO_3$ by Colorimetric dipsticks, Titration kit** ,or Handheld meter** | At the point the distribution loop enters the processing area or first POU on the distribution loop | Quarterly | Monthly | Quarterly |
| Bacteria | Heterotrophic plate count (see Annex H) | Each location of point-of-use in department | Quarterly | Monthly | N/A |
| Endotoxin | LAL test (see Annex H) | Each location of point-of-use in department | N/A | Monthly | N/A |
| Visual Inspection | Visual Inspection of inside of equipment - Look for residue, staining, scaling, and discoloration (Annex I) | Spray Arms/Inside Chamber Walls/Inside Interior of Machine | Daily | Daily | Daily |

*NOTE 1 The recommendations for frequency of testing in this table are the recommended minimum frequency. If problems or issues arise with the water quality, it may be necessary to increase the frequency until they are resolved.

**NOTE 2 Test type needed to measure Critical Water and Steam levels. Steam condensate must be filled to the brim, sealed, and allowed to cool before testing to prevent carbon dioxide absorption.

The minimum frequency of testing aligns with established water monitoring programs performed during medical device manufacturing. Device processing is an extension of the medical device supply chain, so a continuation of the water quality requirements is necessary for continued patient safety. The testing frequency described in Table 5 and Table 6 are recommended minimum frequencies to demonstrate the water system remains in a state of control. The risk assessment performed by the multidisciplinary team may identify sampling points that will require an increase in testing frequency (e.g., less frequently used point-of-use, portion of circulation loop containing a dead-leg).

## 8. SPECIAL INSTRUCTIONS:

- Contractor Check-In: The contractor's representative shall contact Healthcare Technology Management at (708) 202-8387, ext. 21167, prior to performing service at the Hines VA Hospital.

- Identification: The Contractor's representative shall always wear visible identification while on the premises of Hines VA Hospital and follow all local visitor badging policies.

**Appendix A**

Table 1: Water Testing Sites

| **Water testing sites** | | | |
|---|---|---|---|
| Water type | Name | Location | Quantity |
| Utility | 2- bay sink | SPS | 2 |
| Utility | 3-bay sink | SPS | 2 |
| Utility | GI sink | GI | 2 |
| Utility | Medivator | SPS | 2 |
| Utility | Medivator | GI | 2 |
| Critical | 2-bay sink | SPS | 2 |
| Critical | 3-bay sink | SPS | 2 |
| Steam | Steam First Point of Use | SPS | 1 |
| Critical | Loop feed | SPS | 1 |
| Critical | Loop return | SPS | 1 |
| **Total Collection sites** | | | **17** |

## B.3 PRICE/COST SCHEDULE

### ITEM INFORMATION

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| **0001** | pH Test (AAMI ST108)<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **0002** | Alkalinity Test (AAMI ST108)<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **0003** | Bacteria Test (AAMI ST108)<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 120.00 | EA | _____ | _____ |
| **0004** | Endotoxin/LAL Test (AAMI ST108)<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 96.00 | EA | _____ | _____ |
| **0005** | Total Organic Carbon (TOC) Test (AAMI ST108)<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water | 48.00 | EA | _____ | _____ |

| | | | | | |
|---|---|---|---|---|---|
| | Purification and Sewage Treatment Equipment | | | | |
| **0006** | Ionic Contaminants Test (AAMI ST108)<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 48.00 | EA | _____ | _____ |
| **0007** | Conductivity Test (AAMI ST108)<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **0008** | Total Hardness Test (AAMI ST108)<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **0009** | On-Site Sample Collection (monthly)<br>Contract Period: Base<br>POP Begin: 08-01-2026<br>POP End: 07-31-2027<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 12.00 | JB | _____ | _____ |
| **1001** | pH Test (AAMI ST108)<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **1002** | | 100.00 | EA | _____ | _____ |

| | | | | | |
|---|---|---|---|---|---|
| | Alkalinity Test (AAMI ST108)<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | | |
| **1003** | Bacteria Test (AAMI ST108)<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 120.00 | EA | _____ | _____ |
| **1004** | Endotoxin/LAL Test (AAMI ST108)<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 96.00 | EA | _____ | _____ |
| **1005** | Total Organic Carbon (TOC) Test (AAMI ST108)<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 48.00 | EA | _____ | _____ |
| **1006** | Ionic Contaminants Test (AAMI ST108)<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 48.00 | EA | _____ | _____ |
| **1007** | Conductivity Test (AAMI ST108)<br>Contract Period: Option 1<br>POP Begin: 08-01-2027 | 100.00 | EA | _____ | _____ |

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|---|---|---|---|---|---|
| | POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | | |
| **1008** | Total Hardness Test (AAMI ST108)<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **1009** | On-Site Sample Collection (monthly)<br>Contract Period: Option 1<br>POP Begin: 08-01-2027<br>POP End: 07-31-2028<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 12.00 | JB | _____ | _____ |
| **2001** | pH Test (AAMI ST108)<br>Contract Period: Option 2<br>POP Begin: 08-01-2028<br>POP End: 07-31-2029<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **2002** | Alkalinity Test (AAMI ST108)<br>Contract Period: Option 2<br>POP Begin: 08-01-2028<br>POP End: 07-31-2029<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **2003** | Bacteria Test (AAMI ST108)<br>Contract Period: Option 2<br>POP Begin: 08-01-2028<br>POP End: 07-31-2029<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services | 120.00 | EA | _____ | _____ |

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|---|---|---|---|---|
| | PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | |
| **2004** | 96.00 | EA | _____ | _____ |
| | Endotoxin/LAL Test (AAMI ST108)<br>Contract Period: Option 2<br>POP Begin: 08-01-2028<br>POP End: 07-31-2029<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | |
| **2005** | 48.00 | EA | _____ | _____ |
| | Total Organic Carbon (TOC) Test (AAMI ST108)<br>Contract Period: Option 2<br>POP Begin: 08-01-2028<br>POP End: 07-31-2029<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | |
| **2006** | 48.00 | EA | _____ | _____ |
| | Ionic Contaminants Test (AAMI ST108)<br>Contract Period: Option 2<br>POP Begin: 08-01-2028<br>POP End: 07-31-2029<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | |
| **2007** | 100.00 | EA | _____ | _____ |
| | Conductivity Test (AAMI ST108)<br>Contract Period: Option 2<br>POP Begin: 08-01-2028<br>POP End: 07-31-2029<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | |
| **2008** | 100.00 | EA | _____ | _____ |
| | Total Hardness Test (AAMI ST108)<br>Contract Period: Option 2<br>POP Begin: 08-01-2028<br>POP End: 07-31-2029<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | |

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|---|---|---|---|---|---|
| **2009** | | 12.00 | JB | _____ | _____ |
| | On-Site Sample Collection (monthly)<br>Contract Period: Option 2<br>POP Begin: 08-01-2028<br>POP End: 07-31-2029<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | | |
| **3001** | | 100.00 | EA | _____ | _____ |
| | pH Test (AAMI ST108)<br>Contract Period: Option 3<br>POP Begin: 08-01-2029<br>POP End: 07-31-2030<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | | |
| **3002** | | 100.00 | EA | _____ | _____ |
| | Alkalinity Test (AAMI ST108)<br>Contract Period: Option 3<br>POP Begin: 08-01-2029<br>POP End: 07-31-2030<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | | |
| **3003** | | 120.00 | EA | _____ | _____ |
| | Bacteria Test (AAMI ST108)<br>Contract Period: Option 3<br>POP Begin: 08-01-2029<br>POP End: 07-31-2030<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | | |
| **3004** | | 96.00 | EA | _____ | _____ |
| | Endotoxin/LAL Test (AAMI ST108)<br>Contract Period: Option 3<br>POP Begin: 08-01-2029<br>POP End: 07-31-2030<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | | |
| **3005** | | 48.00 | EA | _____ | _____ |
| | Total Organic Carbon (TOC) Test (AAMI ST108)<br>Contract Period: Option 3 | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | POP Begin: 08-01-2029<br>POP End: 07-31-2030<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | | |
| **3006** | Ionic Contaminants Test (AAMI ST108)<br>Contract Period: Option 3<br>POP Begin: 08-01-2029<br>POP End: 07-31-2030<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 48.00 | EA | _____ | _____ |
| **3007** | Conductivity Test (AAMI ST108)<br>Contract Period: Option 3<br>POP Begin: 08-01-2029<br>POP End: 07-31-2030<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **3008** | Total Hardness Test (AAMI ST108)<br>Contract Period: Option 3<br>POP Begin: 08-01-2029<br>POP End: 07-31-2030<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **3009** | On-Site Sample Collection (monthly)<br>Contract Period: Option 3<br>POP Begin: 08-01-2029<br>POP End: 07-31-2030<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 12.00 | JB | _____ | _____ |
| **4001** | pH Test (AAMI ST108)<br>Contract Period: Option 4<br>POP Begin: 08-01-2030<br>POP End: 07-31-2031<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and | 100.00 | EA | _____ | _____ |

| | | | | | |
|---|---|---|---|---|---|
| | Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | | | | |
| **4002** | Alkalinity Test (AAMI ST108)<br>Contract Period: Option 4<br>POP Begin: 08-01-2030<br>POP End: 07-31-2031<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **4003** | Bacteria Test (AAMI ST108)<br>Contract Period: Option 4<br>POP Begin: 08-01-2030<br>POP End: 07-31-2031<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 120.00 | EA | _____ | _____ |
| **4004** | Endotoxin/LAL Test (AAMI ST108)<br>Contract Period: Option 4<br>POP Begin: 08-01-2030<br>POP End: 07-31-2031<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 96.00 | EA | _____ | _____ |
| **4005** | Total Organic Carbon (TOC) Test (AAMI ST108)<br>Contract Period: Option 4<br>POP Begin: 08-01-2030<br>POP End: 07-31-2031<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 48.00 | EA | _____ | _____ |
| **4006** | Ionic Contaminants Test (AAMI ST108)<br>Contract Period: Option 4<br>POP Begin: 08-01-2030<br>POP End: 07-31-2031<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water | 48.00 | EA | _____ | _____ |

| | | | | | |
|---|---|---|---|---|---|
| | Purification and Sewage Treatment Equipment | | | | |
| **4007** | Conductivity Test (AAMI ST108)<br>Contract Period: Option 4<br>POP Begin: 08-01-2030<br>POP End: 07-31-2031<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **4008** | Total Hardness Test (AAMI ST108)<br>Contract Period: Option 4<br>POP Begin: 08-01-2030<br>POP End: 07-31-2031<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 100.00 | EA | _____ | _____ |
| **4009** | On-Site Sample Collection (monthly)<br>Contract Period: Option 4<br>POP Begin: 08-01-2030<br>POP End: 07-31-2031<br>PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services<br>PRODUCT/SERVICE CODE: H146 - Quality Control - Water Purification and Sewage Treatment Equipment | 12.00 | JB | _____ | _____ |
| | | | | **GRAND TOTAL** | _____ |

## SECTION C - CONTRACT CLAUSES

### C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

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

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

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

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

(i) *Payment—*

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest.*

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

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

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by FAR part 33 if—

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

(q) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract,

(5) Solicitation provisions incorporated in the solicitation.

(6) Other paragraphs of this clause.

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

(End of Clause)

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

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

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

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

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

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

(End of Clause)

| FAR Number | Title | Date |
|---|---|---|
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS | NOV 2023 |
| 52.203-19 | 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 |
| 52.219-28 | POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION) | NOV 2025 |
| 52.222-3 | CONVICT LABOR (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 |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS (DEVIATION) | NOV 2025 |
| 52.222-41 | SERVICE CONTRACT LABOR STANDARDS (DEVIATION) | NOV 2025 |

| | | |
|---|---|---|
| 52.222-42 | STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES | MAY 2014 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (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 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | MAY 2024 |
| 52.223-23 | SUSTAINABLE PRODUCTS (DEVIATION) | NOV 2025 |
| 52.226-8 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | MAY 2024 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
| 52.232-40 | 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 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION) | JAN 2025 |
| 852.201-70 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC 2022 |
| 852.203-70 | COMMERCIAL ADVERTISING | MAY 2018 |
| 852.204-70 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION) | MAR 2026 |
| 852.211-72 | TECHNICAL INDUSTRY STANDARDS | NOV 2018 |
| 852.211-76 | LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS ALTERNATE I | 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 |

## C.3 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08/01/2026 through 07/30/2027 and during all exercised option years.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

## C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one (1), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the quantity specified within the Schedule at time of award or the most recent modification;

(2) Any order for a combination of items in excess of their respective quantities specified within the Schedule at time of award or the most recent modification; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within  days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## C.5 52.216-22 INDEFINITE QUANTITY (NOV 2025) (DEVIATION)

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

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

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

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

(End of Clause)

## C.6 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 five (5) calendar days. The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.

(End of Clause)

## C.7 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 five (5) calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least ten (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.8 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.9 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

*American Security Drone Act-covered foreign entity* means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at *https://www.sam.gov* (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Covered article*, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*FASC-prohibited unmanned aircraft system* means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

*Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*Interconnection arrangement* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Kaspersky Lab-covered article* means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

*Kaspersky Lab-covered entity* means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of

military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

*Unmanned aircraft* means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

*Unmanned aircraft system* means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at *https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists*.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at *https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information*.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at *https://www.trade.gov/consolidated-screening-list*, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f)*Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

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

(ii) The specific prohibition the product or service is not complying with;

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

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

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

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

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government

or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

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

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of Provision)

## C.10 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any VAAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

## C.11 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026)

(a) Definitions. As used in this clause –

*VA Information system* is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

*VA sensitive information* means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the

attorney client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) *General*. Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at: https://vaww.va.gov/vapubs/index.cfm.

(c) *Risk and Sensitivity Levels*. The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract. *VA Administrations, organizations and staff offices will use the OPM Position Designation Tool.

| **Positions/Tasks Designated as Non-Sensitive Positions – Tier 1/Low Risk** |
|---|
| All contract positions |

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3: N/A

Tier 5: N/A

(d) *Fitness*. The results from a background investigation are used to determine if an individual's fitness is sufficient for that individual to perform work for or on behalf of VA in the position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee's logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract. The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) *Identification Cards*. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in

accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.

2. Upon completion of the Contractor/subcontractor employee's employment.

3. Upon contract completion or termination.

(f) *Lost/stolen*. Immediately upon detection, the Contractor shall report a lost or stolen PIV/identification card to the Government authorities as identified in Directive/Handbook 0735. Within 48 hours of reporting the lost/stolen PIV/identification card, the Contractor shall submit to the Program Manager an incident report that describes the relevant facts and circumstances regarding the loss/theft. If the loss/theft was reported by the Contractor to the local police, the Contractor shall further submit a copy of the final police report to the Program Manager within 48 hours of the report being made available by the local police department. The Government will not reimburse the Contractor for any costs that result from lost/stolen PIV/identification card(s).

(g) *Regular Reporting*. The Contractor shall submit a status report to PIV Sponsor within 5 working days after the end of each calendar quarter and as requested by the Government in order to initiate contract closeout procedures. The report must provide the status of each contractor/subcontractor employee who is required to have a PIV/identification card during the performance of the contract. The report shall identify the Contractor and the contract number, and list the following status for each contractor/subcontractor employee who holds a PIV/identification card under this contract:

1. Contractor/subcontractor employee name.

2. Name of VA facility where Contractor/subcontractor employee works, if applicable.

3. Date background check submitted for Contractor/subcontractor employee.

4. Date PIV/identification card issued to Contractor/subcontractor employee.

5. Contractor/subcontractor employee's PIV/identification card number, as applicable.

6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.

7. Date Contractor notified VA that PIV/identification card is no longer required.

8. Date Contractor returned PIV/identification card was returned to VA.

(h) *Flow down of clause*. The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAA's, in which subcontractors, third-party servicers/employees, and business associates will perform functions where they will have physical access to a VA facility or logical access to VA data, information, VA sensitive information, or information technology or VA information system containing such data or information.

(End of Clause)

(End of Addendum to 52.212-4)

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: P07 - Cook County WD 2015-5017 Rev-32 03302026.

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (TAILORED)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the Request for Quote (RFQ). However, the small business size standard for a concern that submits a quote, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

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

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

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

(b) *Submission of Quotes*. Submit signed and dated quotes to the office specified in this Request for Quote (RFQ) at or before the exact time specified. Quotes may be submitted on letterhead stationery, or as otherwise specified in the RFQ. As a minimum, quotes must show—

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment Request for Quotation amendments;

(10) Past performance will not be considered in simplified acquisition procurements.

(11) Quote should include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Quotes that fail to furnish required representations and certifications, information requested in (1) to (9), and accept the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) *Multiple Quotes*. Quoters are encouraged to submit multiple quotes presenting alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each quote submitted will be evaluated separately.

(f) Late submissions, revisions, and withdrawals of quotes.

(1) Quoters are responsible for submitting quotes so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that quotes are due.

(2) Any quotation received at the Government office designated in the solicitation after the exact time specified for receipt of quotes is "late" and may not be considered unless it is received before purchase order issuance and the Contracting Officer (CO) determines that accepting the late quotation would not unduly delay the acquisition.

(3) If an emergency or unanticipated event interrupts normal Government processes so that quotations cannot be received at the Government office designated for receipt of quotes by the exact time specified in the solicitation, and urgent Government requirements preclude a notice of an extension of the closing date, the time specified for receipt of quotes 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.

(g) Issuance of Purchase Order. The Government may issue a purchase order to one or more quoters as identified in the Request for Quote (RFQ). Therefore, the quoter's initial quote should contain the best terms from a price and technical standpoint. However, the Government may reject any or all quotes if such action is in the public's best interest. The Contracting Officer (CO) may issue a purchase order to other than the quoter with the lowest priced quotation.

(h) *Multiple awards*. The Government may issue a purchase order for any item or group of items of a quotation, unless the quoter qualifies the quotation by specific limitations. Unless otherwise provided in the Schedule, quotations may not be submitted for quantities less than those specified. The Government reserves the right to issue a purchase order for a quantity less than the quantity quoted, at the unit prices quoted, unless the quoter specifies otherwise in the quotation.

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

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to- GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW Washington, DC 20407 Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST ( https://assist.dla.mil/online/start/).

(ii) Quick Search ( http://quicksearch.dla.mil/).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard ( https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

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

(k) [Reserved]

(l) *Requests for information*. The CO will not notify unsuccessful quoters that responded to this Request for Quotation (RFQ). However, quoters may request information on purchase order(s) resulting from this solicitation with the CO.

(End of Provision)

**ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS**

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The above version of FAR 52.212-1 is tailored for Simplified Acquisition Procedures and supersedes the current version of FAR 52.212-1 contained in the FAR.

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

**Submittal of Quote:** Offerors shall submit quote by email to jessica.hansen@va.gov by the solicitation due date. Please limit graphics or excessive large files during quote submission.

As part of their quote, offerors shall submit the following information:

(1) **Price: *pricing information should not be included in any technical submissions!**

a. Complete **SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS**

b. Fill in SF 1449 blocks 17a, 30a, 30b, and 30c on Page 1.
c. Fill in 1(a) on Page 2.
d. Provide the documentation below via email to jessica.hansen@va.gov

*VA has a maximum allowable incoming email size limitation including attachments of seven megabytes. Offerors submitting responses via email which exceed seven megabytes shall split their response into multiple email messages so as to not exceed the maximum allowable email size limitation. The VA is not responsible for late responses due to undelivered e-mails that exceed seven megabytes.

(2) **Technical Capability**

a) Proof offeror holds relevant laboratory accreditations/certifications

b) Proof offeror can perform water tests in accordance with ST108 standards

c) Proof offeror has required resources to provide on-site sampling

(3) **Experience**

a) Narrative description of performance on similar projects

(4) **Past Performance**

a) Narrative description or ratings from past customers, or reference to prior VA contracts

**NOTE: Offerors who fail to submit required information and documentation will not be eligible for award.**

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 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

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

(b) *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. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer 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.3 52.212-2 EVALUATION—SIMPLIFIED ACQUISITION PROCEDURES

(a) *Basis for Award*. The Government will issue a purchase order to the responsible quoter whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The following factors shall be used to evaluate quotations:

(1) *Technical or Quality*
(2) Experience
(3) *Past Performance*
(4) *Price*

(c) *Evaluation Approach*. The Government will evaluate quotations using the comparative evaluation process outlined in FAR 13.106-2 (b) (3), where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation, but is not required to do so. Each response must meet the minimum requirements of the solicitation. The Government *is not* requesting or accepting alternate quotations. The evaluation will consider the following:

(1) Technical or Quality: The quotation will be evaluated to the extent to which it can meet and/or exceed the Government’s requirements as outlined in the solicitation and based on the information requested in the instructions to quoters section of the solicitation.

(2) Experience: The experience performance evaluation will assess the relative risks associated with a quoter’s likelihood of success in fulfilling the solicitation’s requirements as indicated by the quoter’s experience performing this same service. The experience evaluation may be based on the contracting officer’s knowledge of and previous experience with the supply or service being acquired; Customer

survey replies; Contractor Performance Assessment Reporting System (CPARS) at http://www.cpars.gov/; or any other reasonable basis.

(3)Past Performance: The past performance evaluation will assess the relative risks associated with a quoter's likelihood of success in fulfilling the solicitation's requirements as indicated by the quoter's record of past performance. The past performance evaluation may be based on the contracting officer's knowledge of and previous experience with the supply or service being acquired; Customer surveys, and past performance questionnaire replies; Contractor Performance Assessment Reporting System (CPARS) at http://www.cpars.gov/; or any other reasonable basis.

(4)Price: The Government will evaluate the price by adding the total of all line item prices, including all options. The Total Evaluated Price will be that sum.

(d)*Options.* The Government will evaluate offers for award purposes by adding the total price for all options (including optional Contract Line Items, if applicable) to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all quotes relative to each other, and will not affect the ranking of quotes based on price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise. Evaluation of options shall not obligate the Government to exercise the option(s).

## E.4 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 |
| 52.229-11 | TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION | JUN 2020 |
| 852.215-72 | NOTICE OF INTENT TO RE-SOLICIT | OCT 2019 |

## 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 541380.

(2) The small business size standard is $19 Million.

(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 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

## E.7 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

(End of Addendum to 52.212-1)