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

1. REQUISITION NO.

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C26026Q0672	

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Robin Wilson	2067621010	07-31-2026 5pm PDT

9. ISSUED BY — CODE 36C260

NCO 20 Network Contracting Office
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [X] 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: 334516

SIZE STANDARD: 1000 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS: NET 30

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

13b. RATING: N/A

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE 36C260

Department of Veterans Affairs
Multiple Locations
All facilities within the WSNC
catchment area dictated by delivery
order (See B.1)

16. ADMINISTERED BY — CODE 36C260

NCO 20 Network Contracting Office
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

17a. CONTRACTOR/OFFEROR — CODE ____ FACILITY CODE ____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY — CODE ____

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

PHONE: FAX:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Department of Veterans Affairs Network Contracting Office 20 (NCO 20) seeks to establishes an Indefinite Delivery Indefinite Quantity (IDIQ) for the Western States Network Consortium (WSNC) for Respiratory Fit Testing Equipment, Supplies, and Annual Calibrations. Period of Performance: Five years from award date (5 1-year ordering periods). Questions are due on or before 7/15/2026 at 5PM PDT. Vendors should thoroughly review the submission requirements listed on page 20 of this solicitation. Quotes shall be submitted via email to robin.wilson3@va.gov (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) — 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) — 31c. DATE SIGNED

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A.2 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT Contracting Office 36C260
NCO 20 Network Contracting Office
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Determined by task order

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

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

AMENDMENT NO	DATE

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 DESCRIPTION OF AGREEMENT

Under this agreement, the IDIQ holder Contractor shall provide quantitative respiratory fit testing equipment and supplies, annual manufacturer calibration services, and training. Training may be accomplished in person, virtually, or with a video.

All VHA facilities within the Western States Network Consortium are authorized to order any options listed on the Price/Cost Schedule at the listed price. No options may be ordered off this IDIQ unless they are listed on the Price/Cost Schedule. Additional, related items may be added without further competition to the Price/Cost Schedule with the award of a Modification by the administering Contracting Officer (CO). The administering CO is the only VHA employee authorized to Modify this IDIQ.

PLACE OF PERFORMANCE

Under this contract, the IDIQ holder shall provide Respiratory Fit Testing Equipment, Supplies, and Annual Calibrations products for the Western States Network Consortium (WSNC) medical facilities in accordance with the below interactive map for current VHA facilities supporting VISNs 17, 19, 20, 21, and 22. All VHA facilities within the WSNC are authorized to place orders based on B.2 Price-Cost Schedule at the listed price.

Interactive US Map - Locations (va.gov))

a) VISN 17: Texas, Eastern New Mexico, and Northwest Oklahoma.

b) VISN 19: Montana, Wyoming, Eastern Idaho, Eastern Nevada, Utah and Colorado.

c) VISN 20: Oregon, Washington, Idaho and Alaska.

d) VISN 21: Northern California, Nevada, Hawaii Islands, Philippines Islands, Guam and American Samoa.

e) VISN 22: Southern California, Arizona, New Mexico, Southern Colorado

NOTE: Due to future VA reorganization under the Restructure for Impact and Sustainability Effort (RISE), VHA facilities under this agreement may be adjusted based on the new organizational structure. This requirement may be expanded to cover the anticipated future footprint for VISNs 4 and 5. This expanded coverage area may include, but is not limited to, the states of Nebraska, Kansas, Missouri, Arkansas, Louisiana, Mississippi, and the remainder of Oklahoma. Any post award contract coverage change will be done through bi-lateral modification.

OBLIGATION OF FUNDS

This IDIQ does not obligate any funds. Funds will be obligated through placement of delivery orders within the WSNC. Over the life of the contract the Government is only obligated up to the minimum guarantee of $100,000 or if in excess of the minimum guarantee, to the extent of authorized delivery orders issued under this IDIQ.

PRICE/COST SCHEDULE
The Contractor shall provide pricing for each orderable item on the Price/Cost Schedule.

TERM OF IDIQ
This IDIQ is effective from the date of award for a period of 5 years (five (5) one (1) year ordering periods). An annual review will be conducted by the CO, to determine if it is in the best interest of the Government to continue with performance of this IDIQ.

AUTHORIZED USERS
All properly warranted COs in the (WSNC) are authorized to place orders under this IDIQ. Government purchase card holders can place orders under micro-purchase threshold and within the limits of their Government Purchase Card (GPC).

ORDERING
Delivery Orders will be placed against this IDIQ using Outlook Email Messages, Electronic Data Interchange (EDI), FAX Internet portal, paper or oral communications. Each individual Task Order will describe the place of performance, period of performance, tasks, services, and deliverables required. The terms and conditions included in this IDIQ apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this IDIQ and the Contractor's invoice, the provisions of this IDIQ will take precedence, unless TO variation has been otherwise authorized by the IDIQ

PURCHASE LIMITATIONS
Individual Task Orders (TO) may not exceed $100,000 each. The Price Ceiling is $2,000,000 over the life of the IDIQ.

REPORTING
An annual contract utilization report by VHA Facility per Task Order number, CLIN, hours rendered, and final costs shall be sent to the WSNC Acquisition and Utilization Specialist (AUS) and the administering CO that shows usage per facility and pricing generated during the reporting period. The report will be due 45 days after the closure of each government fiscal year.

HOURS/DAYS OF PERFORMANCE
Unless otherwise specified and/or directed by the Contracting Officer (CO) or the Contracting Officer’s Representative (COR), all contract work shall be performed during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday, except federal holidays.

FEDERAL HOLIDAYS
The 11 holidays set by law (5 U.S.C. 6103) that are observed by the VA, i.e., New Year’s Day, Birthday of Martin Luther King, Jr., Washington’s Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day and any other day declared by Executive order to be a federal holiday.

SECURITY REQUIREMENTS
1. The C&A requirements do not apply, and a Security Accreditation Package is not required.

B.2 ESSENTIAL PHYSICAL CHARACTERISTICS

Contractor shall provide brand name or equal to TSI 8048 PortaCount Respirator Fit Tester

1. The quantitative Respirator Fit Tester shall include a fit-testing protocol with exercises and exercise procedures that shall be in compliance with OSHA and ANSI for tight-fitting respirators.
2. The Respirator Fit Tester shall be able to fit test a wide variety of disposable N95s as well as other
   respirators. The quantitative respirator fit-tester at a minimum must be capable of fit-testing the following respirators:

   a. Full-face elastomeric
   b. Half-face elastomeric
   c. NIOSH series-100 filtering-facepiece
   d. NIOSH series-99 filtering-facepiece
   e. NIOSH series-95 filtering-facepiece, including disposable N95s
   f. Series FFP1, FFP2, FFP3 respirators

3. The Respirator Fit Tester must have a maximum fit factor of 10,000; and a maximum fit factor of 200 for disposable N95 respirators.
4. The respirator Fit Tester shall complete the test between 2 – 5 minutes.
5. The respirator Fit Tester must have either a built-in screen or an optional onboard touch screen for ease of use.
6. The respirator Fit Tester must have the option to connect to an external tablet or laptop.
7. The respirator Fit Tester must have its own internal memory capability for the storage and retrieval of previously conducted tests, capable of storing at minimum 1000 fit-test results.
8. The respirator Fit Tester needs to be portable for transporting it to various locations with an approximate weight limit of 8 pounds.
9. Carrying case shall be included.
10. The equipment must have software that is either already TRM approved or capable of getting TRM approved.
11. A particle generator shall be included.
12. A rechargeable battery shall be included (if the unit has an option for a rechargeable battery).
13. The Fit Tester shall have a one-year minimum warranty.
14. The fit Tester shall come with an initial set of probe refill kits and Isopropyl Alcohol 99.5%, and the contract will have an optional CLINS for re-ordering these supplies.
15. Annual Calibrations shall be an optional CLIN(S).
16. Virtual or video training shall be included.
17. All equipment must be new and unused.
18. Shipping costs shall be included in the price of newly purchased equipment.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Respirator Fit Testing Equipment Or Equal_____ Contract Period: Base POP Begin: 08-03-2026 POP End: 08-02-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
0002	Respirator Fit Testing Equipment w/ Optional Microsoft Tablet Or Equal_____ Contract Period: Base POP Begin: 08-03-2026 POP End: 08-02-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
0003	Probe Refill Kits Or Equal_____ Contract Period: Base POP Begin: 08-03-2026 POP End: 08-02-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
0004	99.5% Isopropyl Alcohol Or Equal_____ Contract Period: Base POP Begin: 08-03-2026 POP End: 08-02-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
0005	Clean/Calibration Or Equal_____	0.00	EA	_____	_____

Contract Period: Base
POP Begin: 08-03-2026
POP End: 08-02-2027
PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies

1001	0.00	EA	_____	_____

Respirator Fit Testing Equipment
Or Equal_____
Contract Period: Base
POP Begin: 08-03-2026
POP End: 08-02-2027
PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies

1002	0.00	EA	_____	_____

Respirator Fit Testing Equipment w/ Optional Microsoft Tablet
Or Equal_____
Contract Period: Base
POP Begin: 08-03-2026
POP End: 08-02-2027
PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies

1003	0.00	EA	_____	_____

Probe Refill Kits
Or Equal_____
Contract Period: Base
POP Begin: 08-03-2026
POP End: 08-02-2027
PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies

1004	0.00	EA	_____	_____

99.5% Isopropyl Alcohol
Or Equal_____
Contract Period: Base
POP Begin: 08-03-2026
POP End: 08-02-2027
PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing
PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies

1005	Clean/Calibration Or Equal_____ Contract Period: Base POP Begin: 08-03-2026 POP End: 08-02-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
2001	Respirator Fit Testing Equipment Or Equal_____ Contract Period: Base POP Begin: 08-03-2027 POP End: 08-02-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
2002	Respirator Fit Testing Equipment w/ Optional Microsoft Tablet Or Equal_____ Contract Period: Base POP Begin: 08-03-2027 POP End: 08-02-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
2003	Probe Refill Kits Or Equal_____ Contract Period: Base POP Begin: 08-03-2027 POP End: 08-02-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
2004	99.5% Isopropyl Alcohol Or Equal_____ Contract Period: Base POP Begin: 08-03-2027 POP End: 08-02-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing	0.00	EA	_____	_____

	PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies				
2005	Clean/Calibration Or Equal_____ Contract Period: Base POP Begin: 08-03-2027 POP End: 08-02-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
3001	Respirator Fit Testing Equipment Or Equal_____ Contract Period: Base POP Begin: 08-03-2028 POP End: 08-02-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
3002	Respirator Fit Testing Equipment w/ Optional Microsoft Tablet Or Equal_____ Contract Period: Base POP Begin: 08-03-2028 POP End: 08-02-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
3003	Probe Refill Kits Or Equal_____ Contract Period: Base POP Begin: 08-03-2028 POP End: 08-02-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
3004	99.5% Isopropyl Alcohol Or Equal_____ Contract Period: Base POP Begin: 08-03-2028	0.00	EA	_____	_____

	POP End: 08-02-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies				
3005	Clean/Calibration Or Equal_____ Contract Period: Base POP Begin: 08-03-2028 POP End: 08-02-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
4001	Respirator Fit Testing Equipment Or Equal_____ Contract Period: Base POP Begin: 08-03-2029 POP End: 08-02-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
4002	Respirator Fit Testing Equipment w/ Optional Microsoft Tablet Or Equal_____ Contract Period: Base POP Begin: 08-03-2029 POP End: 08-02-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
4003	Probe Refill Kits Or Equal_____ Contract Period: Base POP Begin: 08-03-2029 POP End: 08-02-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
4004		0.00	EA	_____	_____

	99.5% Isopropyl Alcohol Or Equal_____ Contract Period: Base POP Begin: 08-03-2029 POP End: 08-02-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies			
4005	Clean/Calibration Or Equal_____ Contract Period: Base POP Begin: 08-03-2029 POP End: 08-02-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____ _____
5001	Respirator Fit Testing Equipment Or Equal_____ Contract Period: Base POP Begin: 08-03-2030 POP End: 08-02-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____ _____
5002	Respirator Fit Testing Equipment w/ Optional Microsoft Tablet Or Equal_____ Contract Period: Base POP Begin: 08-03-2030 POP End: 08-02-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____ _____
5003	Probe Refill Kits Or Equal_____ Contract Period: Base POP Begin: 08-03-2030 POP End: 08-02-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment	0.00	EA	_____ _____

	and Supplies				
5004	99.5% Isopropyl Alcohol Or Equal_____ Contract Period: Base POP Begin: 08-03-2030 POP End: 08-02-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
5005	Clean/Calibration Or Equal_____ Contract Period: Base POP Begin: 08-03-2030 POP End: 08-02-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6640 - Laboratory Equipment and Supplies	0.00	EA	_____	_____
				GRAND TOTAL	_____

B.4 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
N/A	Delivery location will be determined at time of each order.	N/A	

SECTION C - CONTRACT CLAUSES

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.1 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/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2 (FAR) and

http://www.va.gov/oal/library/vaar/index.asp (VAAR)

(End of Clause)

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
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
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION OCT 2025)	NOV 2023
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (DEVIATION NOV 2025)	NOV 2020
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025

52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION NOV 2025)	OCT 2022
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025
52.219-33	NONMANUFACTURER RULE (DEVIATION NOV 2025)	SEP 2021
52.222-3	CONVICT LABOR (DEVIATION NOV 2025)	JUN 2003
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION OCT 2025)	JAN 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION NOV 2025)	JUN 2020
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION NOV 2025)	JUN 2020
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION NOV 2025)	JUN 2020
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION NOV 2025)	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION NOV 2025)	NOV 2021
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-11	OZONE-DEPLETING SUBSTANCES (DEVIATION NOV 2025)	MAY 2024
52.223-20	AEROSOLS	MAY 2024
52.223-21	FOAMS	MAY 2024
52.223-23	SUSTAINABLE PRODUCTS AND SERVICES (DEVIATION NOV 2025)	MAY 2024
52.225-5	TRADE AGREEMENTS	NOV 2023
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION SEP 2025)	FEB 2013
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS (DEVIATION SEP 2025)	FEB 2021
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	NOV 2021
52.232-36	PAYMENT BY THIRD PARTY (DEVIATION NOV 2025)	MAY 2014
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD (DEVIATION NOV 2025)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION NOV 2025)	OCT 2004
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION NOV 2025)	OCT 2025
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION OCT 2025)	JAN 2025
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.211-72	TECHNICAL INDUSTRY STANDARDS	NOV 2018
852.212-71	GRAY MARKET AND COUNTERFEIT ITEMS	FEB 2023
852.219-70	VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEVIATION)	JAN 2023

852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.232-71	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (INCLUDING NAS– CPM) (NOV 2018)	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020
852.246-71	REJECTED GOODS	OCT 2018
852.247-71	DELIVERY LOCATION	OCT 2018
852.247-72	MARKING DELIVERABLES	OCT 2018
852.247-73	PACKING FOR DOMESTIC SHIPMENT	OCT 2018

C.2 52.216-18 ORDERING (AUG 2020)

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

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $1,500 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $100,000 ;

(2) Any order for a combination of items in excess of $250,000; or

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

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

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

(End of Clause)

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

(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 the end of the contract .

(End of Clause)

C.5 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

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

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice.* The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after--

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor—

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice.* The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

(End of Clause)

C.6 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.7 52.222-90 CONTRACTORS ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

(a) *Definitions*. As used in this clause— *Program participation* means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor. *Racially discriminatory diversity, equity, and inclusion (DEI) activities* means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring,

promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

C.8 MANDATORY WRITTEN DISCLOSURES

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

(End of Addendum to 52.212-4)

SECTION E - SOLICITATION PROVISIONS

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

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 334516, if the acquisition—

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

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

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

(b) *Submission of offers*.

Specific Instructions:

Provide your quote to robin.wilson3@va.gov by the due date and time expressed on the Standard Form 1449 (SF1449) in block 8. The deadline for questions is stated on the SF1449 in block 20. All questions shall be submitted in writing, verbal questions will not be answered. Late quotes will not be considered. The quote must be received by the due date/time shown.

Quote Submission Requirements: Vendors are required to include the following information with their quote submissions, consisting of three parts:

Part 1: Price

(1) Offerors shall complete Price/Cost Schedule for the listed items in order to be considered for award.

Part 2: Relevant Experience/Past Performance

(1) Will be evaluated on how well the offeror has performed similar work and meeting similar performance standards in the past (size and scope). Specifically, this evaluation will focus on the vendors ability to support a wide variety of medical centers, ordering across a large geographic area, management of a large schedule of items or inventory, ability to provide highly technical medical products, and ability to meet high volume ordering deliveries. Additionally, quotes will be evaluated to determine the likelihood of best meeting the VA requirements in magnitude; meaning type products and ordering, as well as the scope and coverage.

(2) Offerors shall demonstrate a minimum of three (3) years' experience installing and delivering Respirator Fit Testing Equipment, Supplies, and Annual Calibrations.in VAMCs throughout a large geographical area. Furthermore, offerors shall provide evidence of any current or past government contracts of similar scope/complexity (if applicable).

(3) Offerors shall also provide a list of contracts that they have performed in the last 3 years that have had CPARS completed.

Part 3: Solicitation, Offer, and Award Documents

(1) Standard Form (SF) 1449
   a. An authorized official of the Offeror shall sign and provide a copy of the Standard Form (SF) 1449, and all SF 30 Solicitation Amendments. An Acrobat PDF file shall be created to capture the signatures for submission.
   b. The Offeror shall complete blocks 17a (block 17a must include vendor's SAM Unique Entity Identifier number), 17b, 30a, 30b, and 30c, on the SF 1449 as applicable.

(2) Responses to the following provisions
   a. 52.209-7 Information Regarding Responsibility Matters
   b. 52.219-1 Small Business Program Representations (Feb 2024) (Deviation Nov 2025)
   c. 52.225-6 Trade Agreements Certificate (Feb 2021)

FAILURE TO FOLLOW INSTRUCTIONS OR TO INCLUDE ANY OF THE ABOVE REQUESTED INFORMATION MAY RESULT IN AN OFFER BEING FOUND UNACCEPTABLE.

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

(12) Evaluation factors. The Government may 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. First the source selection team will evaluate the brand name or equal product proposed, to determine if any “equal to” products will meet the needs of the requirement per section B of this document. Then, all quotes, that meet the brand name or equal requirement, the following factors will be used to evaluate offers:

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

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

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

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

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

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and

will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) [Reserved]

(End of Provision)

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that

must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2 (FAR) and

http://www.va.gov/oal/library/vaar/index.asp (VAAR)

(End of Provision)

RFO 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 (DEVIATION NOV 2025)	NOV 2024
52.214-21	DESCRIPTIVE LITERATURE	APR 2002
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (DEVIATION SEP 2025)	JUN 2020
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) (DEVIATION NOV 2025)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024) (DEVIATION NOV 2025)

(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.

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran,* as used in this definition, means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and 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, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334516.

(2) The small business size standard is 1,000 Employees.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(c) *Representations*.

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

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

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

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(4) *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:* _____.]

(5) *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 part 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(6) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not an SDVOSB concern.

(8) *SDVOSB joint venture eligible under the SDVOSB Program.* [*Complete only if the offeror represented itself as a SDVOSB concern in paragraph (c)(7) of this provision.*] 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:__*.]

(9) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) *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, shall—

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

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

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

(End of Provision)

E.5 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)

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

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

Other End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(End of provision)

E.6 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (DEVIATION OCT 2025)

a) Evaluation factors. The Government may 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. First the source selection team will evaluate the brand name or equal product proposed, to determine if any “equal to” products will meet the needs of the requirement per section B of this document. Then, all quotes, that meet the brand name or equal requirement, the following factors will be used to evaluate offers:

(1) Relevant experience

(2) Past performance

(3) Price

(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.7 52.233-2 SERVICE OF PROTEST (SEP 2006) (DEVIATION NOV 2025)

(a) Protests, (as defined in RFO 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of Provision)

E.8 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 Clause)