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

1. REQUISITION NO. 656-26-4-0256-0124

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C26326Q0903	07-07-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Curt LaRose	605-592-4026	07-14-2026 08:00am CDT

9. ISSUED BY CODE 36C263

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23

2501 W. 22ND STREET
SIOUX FALLS SD 57105

10. THIS ACQUISITION IS

- [X] UNRESTRICTED OR
- [ ] SET ASIDE: 100 % 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
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING N/A

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

15. DELIVER TO CODE

DEPARTMENT OF VETERANS AFFAIRS
VA Saint Cloud Medical Center

4801 Veterans Dr.
Saint Cloud MN 56303

16. ADMINISTERED BY CODE

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23
2501 W. 22ND STREET
SIOUX FALLS SD 57105

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 SERVICE 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
	Contractor to provide all transportation, labor, and equipment/materials for monthly water testing for the VA Saint Cloud Medical Center as per the Statement of Work. Wage Determination WD 2015-4953 Rev.-29 applies to all work for the base year. See submission instructions in section E.2. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
656-3660162-0256-854100-2543-0100501X7
656-26-4-0256-0124

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Curt LaRose
VA-VHA-RPOC-2024-0072

31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C263

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23
2501 W. 22ND STREET
SIOUX FALLS SD 57105

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly

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

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

AMENDMENT NO	DATE

B.2 STATEMENT OF WORK

1. TITLE: Critical Water Testing Services

2. OVERVIEW: The contractor shall furnish all sample collection bottles and return shipping labels, all transportation costs, and resources necessary to perform for AAMI compliance with water quality testing.

3. PLACE OF PERFORMANCE:
St. Cloud VA Health Care System, 4801 Veterans Drive, St. St Cloud, MN 56303

5. PERIOD OF PERFORMANCE:
Base Year plus 4 Option Years.

BASE:	07/15/2026 – 07/14/2027
OY1:	07/15/2027 – 07/14/2028
OY2:	07/15/2028 – 07/14/2029
OY3:	07/15/2029 – 07/14/2030
OY4:	07/15/2030 – 07/14/2031

6. REGULATIONS / DIRECTIVES / POLICIES:
- ANSI/AAMI ST108 – American National Standard Institute (ANSI) / Association for the Advancement of Medical Instrumentation (ANSI) - most current version
- VHA Directive 1116 – most current version

7. SCOPE OF WORK:
- This service contract will provide the St Cloud VA Sterile Processing Service (SPS) and Facility Management Departments with water quality testing according to ANSI/AAMI ST 108.
- Multiple monthly and quarterly samples shall be tested
- Contractor will provide courier service to pick up the samples as required
- Contractor shall provide all sampling supplies, bottles/containers and shipping labels
- Containers shall be sterile, appropriate for the analysis, properly preserved, and ready for prompt transportation to the laboratory under strict chain of custody procedures
- Twenty (20) retests per year shall be included within the contract
- Vendors response time for processing samples, and courier shall not exceed the duration of a valid test sample per the requirements of each test
- Vendor shall include sixteen (16) courier trips per year
- A local retest and courier shall be able to respond within 3 hours of identified need
- Critical water, utility water and steam condensate shall be tested
- VA staff members shall collect the samples
- Tests shall be according to the below water quality requirements table
- Testing criteria, methods, vendor certifications shall be per AAMI/ANSI ST 108
- Within the listed equipment on Attachment 1 “Water Monitoring Testing Data” three (3) samples shall be tested for additional ionic contaminants.
- Samples “Critical Water Treatment System”, “Utility Water Treatment System”, and “Steam Treatment System” shall be tested per table 2 below
- The other samples shall be tested per table 6

- The daily visual inspection is excluded from this contract
- AAMI/ANSI ST108 standard is included for reference
- Any test returning out of compliance shall be reviewed by the testing vendor to ensure human, equipment and/or process errors did not cause error.
- Upon completion of review vendor shall notify VA POC of the process used to validate correct data
- Upon validation VA shall review collection process and identify whether retest is required
- Contractor is required to provide all sample analysis reports via e-mail to identified VA POC

Testing Facility:

- The testing laboratory processing the water samples for AAMI compliance with water quality shall be proficient at performing water quality AAMI compliance cultures from environmental samples
- The laboratory must have environmental microbiology accreditation by a nationally recognized accrediting body, such as EMLAP (Environmental Microbiology Laboratory Accreditation Program), NELAP (National Environmental Laboratory Accreditation Program), etc.
- Proof of certification must be provided before acceptance of contract
- Contractor required to make notification of any “out of range/ out of compliance” sampling results and notification will be made within 24 hours or 1 working day of making this determination

Water Quality Requirements:

Water Quality Requirements				
Water Quality Measurements	**Units**	**Utility Water**	**Critical Water**	**Steam**
pH @ 25 C	pH	6.5 - 9.5	5.0 - 7.5	5.0 - 9.2
Conductivity	uS/cm	<500	<10	<10
Total Alkalinity	mgCaCO 3/L	<400	<8	<8
Total Hardness	mgCaCO 3/L	<150	<1	<1
Bacteria	CFU/mL	<500	<10	N/A
Endotoxin	EU/mL	N/A	<10	N/A
Color and Turbidity	Visual	Colorless, Clear, w/out sediment	Colorless, Clear, w/out sediment	Colorless, Clear, w/out sediment

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.

Table 2

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

Water Monitoring Testing Data – St. Cloud

Equipment	Type	QTY	Locations	Test Frequency	Test Freq #	Total # Annual Tests
CRITICAL						
RO Storage	**Critical**	**1**	**1**	**Monthly**	**12**	**12**
pH @ 25 C	Meter/test dipstick					**12**
Conductivity	Meter/test dipstick					**12**
Total Alkalinity	Meter/test dipstick					**12**
Total Hardness	Meter/test dipstick					**12**
Bacteria	Heterotrophic Plate Counts					**12**
Endotoxin						**12**
Cart Washer	**Critical**	**1**	**1**	**Monthly**	**12**	**12**
pH @ 25 C	Meter/test dipstick					**12**
Conductivity	Meter/test dipstick					**12**
Total Alkalinity	Meter/test dipstick					**12**
Total Hardness	Meter/test dipstick					**12**
Bacteria	Heterotrophic Plate Counts					**12**
Endotoxin						**12**
3 Bay Sink Wand	**Critical**	**4**	**1**	**Monthly**	**12**	**48**
pH @ 25 C	Meter/test dipstick					**48**
Conductivity	Meter/test dipstick					**48**
Total Alkalinity	Meter/test dipstick					**48**
Total Hardness	Meter/test dipstick					**48**
Bacteria	Heterotrophic Plate Counts					**48**
Endotoxin						**48**
2 Bay Sink Wand	**Critical**	**1**	**1**	**Monthly**	**12**	**12**
pH @ 25 C	Meter/test dipstick					**12**
Conductivity	Meter/test dipstick					**12**
Total Alkalinity	Meter/test dipstick					**12**
Total Hardness	Meter/test dipstick					**12**
Bacteria	Heterotrophic Plate Counts					**12**
Endotoxin						**12**

Amsco Washer Disinfector	**Critical**	**3**	**1**	**Monthly**	**12**	**36**
pH @ 25 C	Meter/test dipstick					**36**
Conductivity	Meter/test dipstick					**36**
Total Alkalinity	Meter/test dipstick					**36**
Total Hardness	Meter/test dipstick					**36**
Bacteria	Heterotrophic Plate Counts					**36**
Endotoxin						**36**
Loop Out Port	**Critical**	**1**	**1**	**Monthly**	**12**	**12**
pH @ 25 C	Meter/test dipstick					**12**
Conductivity	Meter/test dipstick					**12**
Total Alkalinity	Meter/test dipstick					**12**
Total Hardness	Meter/test dipstick					**12**
Bacteria	Heterotrophic Plate Counts					**12**
Endotoxin						**12**
Loop Return Port	**Critical**	**1**	**1**	**Monthly**	**12**	**12**
pH @ 25 C	Meter/test dipstick					**12**
Conductivity	Meter/test dipstick					**12**
Total Alkalinity	Meter/test dipstick					**12**
Total Hardness	Meter/test dipstick					**12**
Bacteria	Heterotrophic Plate Counts					**12**
Endotoxin						**12**
Critical Water Treatment System	**Critical**	**1**	**1**	**Monthly**	**12**	**12**
pH @ 25 C	Meter/test dipstick					**12**
Conductivity	Meter/test dipstick					**12**
Total Alkalinity	Meter/test dipstick					**12**
Total Hardness	Meter/test dipstick					**12**
Bacteria	Heterotrophic Plate Counts					**12**
Endotoxin						**12**
Aluminum						**12**
Chloride						**12**
Copper						**12**
Iron						**12**
Manganese						**12**
Nitrate						**12**
Phosphate						**12**
Sulfate						**12**
Silicate						**12**

Zinc						**12**
Total Organic Carbon (TOC)						**12**
Equipment	**Type**	**QTY**	**Locations**	**Test Frequency**	**Test Freq #**	**Total # Annual Tests**
UTILITY						
RO House Make-Up Water	**Utility**	**1**	**1**	**Quarterly**	**4**	**4**
pH @ 25 C	Meter/test dipstick					**4**
Conductivity	Meter/test dipstick					**4**
Total Alkalinity	Meter/test dipstick					**4**
Total Hardness	Meter/test dipstick					**4**
Bacteria	Heterotrophic Plate Counts					**4**
Ultra Sonics	**Utility**	**2**	**1**	**Quarterly**	**4**	**8**
pH @ 25 C	Meter/test dipstick					**8**
Conductivity	Meter/test dipstick					**8**
Total Alkalinity	Meter/test dipstick					**8**
Total Hardness	Meter/test dipstick					**8**
Bacteria	Heterotrophic Plate Counts					**8**
3 Bay Sinks	**Utility**	**4**	**3**	**Quarterly**	**4**	**48**
pH @ 25 C	Meter/test dipstick					**48**
Conductivity	Meter/test dipstick					**48**
Total Alkalinity	Meter/test dipstick					**48**
Total Hardness	Meter/test dipstick					**48**
Bacteria	Heterotrophic Plate Counts					**48**
2 Bay Sink	**Utility**	**1**	**2**	**Quarterly**	**4**	**8**
pH @ 25 C	Meter/test dipstick					**8**
Conductivity	Meter/test dipstick					**8**
Total Alkalinity	Meter/test dipstick					**8**
Total Hardness	Meter/test dipstick					**8**
Bacteria	Heterotrophic Plate Counts					**8**
Water Gun	**Utility**	**5**	**1**	**Quarterly**	**4**	**20**
pH @ 25 C	Meter/test dipstick					**20**
Conductivity	Meter/test dipstick					**20**
Total Alkalinity	Meter/test dipstick					**20**
Total Hardness	Meter/test dipstick					**20**

Bacteria	Heterotrophic Plate Counts					**20**
Mini Table Top Ultra Sonic	**Utility**	**1**	**1**	**Quarterly**	**4**	**4**
pH @ 25 C	Meter/test dipstick					**4**
Conductivity	Meter/test dipstick					**4**
Total Alkalinity	Meter/test dipstick					**4**
Total Hardness	Meter/test dipstick					**4**
Bacteria	Heterotrophic Plate Counts					**4**
Utility Water Port	**Utility**	**1**	**1**	**Quarterly**	**4**	**4**
pH @ 25 C	Meter/test dipstick					**4**
Conductivity	Meter/test dipstick					**4**
Total Alkalinity	Meter/test dipstick					**4**
Total Hardness	Meter/test dipstick					**4**
Bacteria	Heterotrophic Plate Counts					**4**
Medivator	**Utility**	**2**	**1**	**Quarterly**	**4**	**8**
pH @ 25 C	Meter/test dipstick					**8**
Conductivity	Meter/test dipstick					**8**
Total Alkalinity	Meter/test dipstick					**8**
Total Hardness	Meter/test dipstick					**8**
Bacteria	Heterotrophic Plate Counts					**8**
Utility Water Treatment System	**Utility**	**1**	**1**	**Quarterly**	**4**	**4**
pH @ 25 C	Meter/test dipstick					**4**
Conductivity	Meter/test dipstick					**4**
Total Alkalinity	Meter/test dipstick					**4**
Total Hardness	Meter/test dipstick					**4**
Bacteria	Heterotrophic Plate Counts					**4**
Aluminum						**4**
Chloride						**4**
Copper						**4**
Iron						**4**
Manganese						**4**
Nitrate						**4**
Phosphate						**4**
Sulfate						**4**
Silicate						**4**
Zinc						**4**

Equipment	**Type**	**QTY**	**Locations**	**Test Frequency**	**Test Freq #**	**Total # Annual Tests**
STEAM						
Sterilizers	**Steam**	**4**	**1**	**Quarterly**	**4**	**16**
pH @ 25 C	Meter/test dipstick					**16**
Conductivity	Meter/test dipstick					**16**
Total Alkalinity	Meter/test dipstick					**16**
Total Hardness	Meter/test dipstick					**16**
Boiler House	**Steam**	**1**	**1**	**Quarterly**	**4**	**4**
pH @ 25 C	Meter/test dipstick					**4**
Conductivity	Meter/test dipstick					**4**
Total Alkalinity	Meter/test dipstick					**4**
Total Hardness	Meter/test dipstick					**4**
Steam Treatment System	**Steam**	**1**	**1**	**Quarterly**	**4**	**4**
pH @ 25 C	Meter/test dipstick					**4**
Conductivity	Meter/test dipstick					**4**
Total Alkalinity	Meter/test dipstick					**4**
Total Hardness	Meter/test dipstick					**4**
Aluminum						**4**
Chloride						**4**
Copper						**4**
Iron						**4**
Manganese						**4**
Nitrate						**4**
Phosphate						**4**
Sulfate						**4**
Silicate						**4**
Zinc						**4**

VA Points of Contact

Maintenance Supervisor 320-252-1670 Ext. 6830

Plumbing Shop Leader 320-252-1670 Ext. 6446

13.INVOICING – END OF MONTH BILLING:

The Contractor may submit one monthly invoice, in arrears. The end-of-the-month invoice shall include at a minimum, but not limited to:

- Contract Number

- The purchase order (PO) number
- Quantity and description of test/services for each line item
- Dates of completed services
- Total cost of the services

Payment will be made upon receipt and approval of all required documentation.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SPS WATER QUALITY TESTING IN BUILDING 4, BASEMENT, AT VA HEALTH CARE SYSTEM, 4801 VETERANS DRIVE, ST. CLOUD, MN. TESTING TO BE DONE MONTHLY AND QUARTERLY ACCORDING TO CONTRACT REQUIREMENTS. VENDOR IS RESPONSIBLE FOR PROVIDING SAMPLE CONTAINERS AND PICKING UP SAMPLES FROM VA POINT OF CONTACT. RO STORAGE - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
0002	CART WASHER - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
0003	SINK WAND, 3 BAY - CRITICAL, 4 UNITS, ONE LOCATION, MONTHLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
0004	SINK WAND, 2 BAY - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services	12.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
0005		12.00	MO	_____	_____
	AMSCO WASHER/DISINFECTOR - CRITICAL, 3 UNITS, ONE LOCATION, MONTHLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
0006		12.00	MO	_____	_____
	LOOP OUT PORT - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
0007		12.00	MO	_____	_____
	LOOP RETURN PORT - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
0008		12.00	MO	_____	_____
	CRITICAL WATER TREATMENT SYSTEM - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
0009		4.00	MO	_____	_____
	RO HOUSE MAKE-UP WATER - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Base				

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
0010	ULTRA SONICS - UTILITY, 2 UNITS, ONE LOCATION, QUARTERLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
0011	SINK, 3 BAY - UTILITY, 4 UNITS, 3 LOCATIONS, QUARTERLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
0012	SINK, 2 BAY - UTILITY, ONE UNIT, TWO LOCATIONS, QUARTERLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
0013	WATER GUN - UTILITY, 5 UNITS, ONE LOCATION, QUARTERLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	MINI TABLE TOP ULTRA SONIC - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
0015	UTILITY WATER PORT - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
0016	MEDIVATOR - UTILITY, TWO UNITS, ONE LOCATION, QUARTERLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
0017	UTILITY WATER TREATMENT SYSTEM - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
0018	STEAM STERILIZERS - STEAM, 4 UNITS, ONE LOCATION, QUARTERLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories	4.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
0019	BOILER HOUSE - STEAM, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
0020	STEAM TREATMENT SYSTEM - STEAM, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
0021	COURIER SERVICES Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	16.00	EA	_____	_____
0022	SAMPLE BOTTLES Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	300.00	EA	_____	_____
1001	SPS WATER QUALITY TESTING IN BUILDING 4, BASEMENT, AT VA HEALTH CARE SYSTEM, 4801 VETERANS DRIVE, ST. CLOUD, MN. TESTING TO BE DONE MONTHLY AND QUARTERLY ACCORDING TO	12.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CONTRACT REQUIREMENTS. VENDOR IS RESPONSIBLE FOR PROVIDING SAMPLE CONTAINERS AND PICKING UP SAMPLES FROM VA POINT OF CONTACT. RO STORAGE - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
1002	CART WASHER - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
1003	SINK WAND, 3 BAY - CRITICAL, 4 UNITS, ONE LOCATION, MONTHLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
1004	SINK WAND, 2 BAY - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
1005	AMSCO WASHER/DISINFECTOR - CRITICAL, 3 UNITS, ONE LOCATION, MONTHLY Contract Period: Option 1 POP Begin: 07-01-2027	12.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
1006	LOOP OUT PORT - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
1007	LOOP RETURN PORT - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
1008	CRITICAL WATER TREATMENT SYSTEM - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
1009	RO HOUSE MAKE-UP WATER - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
1010		4.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ULTRA SONICS - UTILITY, 2 UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
1011	SINK, 3 BAY - UTILITY, 4 UNITS, 3 LOCATIONS, QUARTERLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
1012	SINK, 2 BAY - UTILITY, ONE UNIT, TWO LOCATIONS, QUARTERLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
1013	WATER GUN - UTILITY, 5 UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
1014	MINI TABLE TOP ULTRA SONIC - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services	4.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
1015		4.00	MO	_____	_____
	UTILITY WATER PORT - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
1016		4.00	MO	_____	_____
	MEDIVATOR - UTILITY, TWO UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
1017		4.00	MO	_____	_____
	UTILITY WATER TREATMENT SYSTEM - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
1018		4.00	MO	_____	_____
	STEAM STERILIZERS - STEAM, 4 UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
1019		4.00	MO	_____	_____
	BOILER HOUSE - STEAM, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 1				

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
1020	STEAM TREATMENT SYSTEM - STEAM, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
1021	COURIER SERVICES Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	16.00	EA	_____	_____
1022	SAMPLE BOTTLES Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	300.00	EA	_____	_____
2001	SPS WATER QUALITY TESTING IN BUILDING 4, BASEMENT, AT VA HEALTH CARE SYSTEM, 4801 VETERANS DRIVE, ST. CLOUD, MN. TESTING TO BE DONE MONTHLY AND QUARTERLY ACCORDING TO CONTRACT REQUIREMENTS. VENDOR IS RESPONSIBLE FOR PROVIDING SAMPLE CONTAINERS AND PICKING UP SAMPLES FROM VA POINT OF CONTACT. RO STORAGE - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029	12.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
2002	CART WASHER - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
2003	SINK WAND, 3 BAY - CRITICAL, 4 UNITS, ONE LOCATION, MONTHLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
2004	SINK WAND, 2 BAY - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
2005	AMSCO WASHER/DISINFECTOR - CRITICAL, 3 UNITS, ONE LOCATION, MONTHLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
2006		12.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	LOOP OUT PORT - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
2007	LOOP RETURN PORT - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
2008	CRITICAL WATER TREATMENT SYSTEM - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
2009	RO HOUSE MAKE-UP WATER - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
2010	ULTRA SONICS - UTILITY, 2 UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services	4.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
2011		4.00	MO	_____	_____
	SINK, 3 BAY - UTILITY, 4 UNITS, 3 LOCATIONS, QUARTERLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
2012		4.00	MO	_____	_____
	SINK, 2 BAY - UTILITY, ONE UNIT, TWO LOCATIONS, QUARTERLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
2013		4.00	MO	_____	_____
	WATER GUN - UTILITY, 5 UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
2014		4.00	MO	_____	_____
	MINI TABLE TOP ULTRA SONIC - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
2015		4.00	MO	_____	_____
	UTILITY WATER PORT - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 2				

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
2016	MEDIVATOR - UTILITY, TWO UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
2017	UTILITY WATER TREATMENT SYSTEM - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
2018	STEAM STERILIZERS - STEAM, 4 UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
2019	BOILER HOUSE - STEAM, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2020	STEAM TREATMENT SYSTEM - STEAM, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
2021	COURIER SERVICES Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	16.00	EA	_____	_____
2022	SAMPLE BOTTLES Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	300.00	EA	_____	_____
3001	SPS WATER QUALITY TESTING IN BUILDING 4, BASEMENT, AT VA HEALTH CARE SYSTEM, 4801 VETERANS DRIVE, ST. CLOUD, MN. TESTING TO BE DONE MONTHLY AND QUARTERLY ACCORDING TO CONTRACT REQUIREMENTS. VENDOR IS RESPONSIBLE FOR PROVIDING SAMPLE CONTAINERS AND PICKING UP SAMPLES FROM VA POINT OF CONTACT. RO STORAGE - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
3002		12.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CART WASHER - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
3003	SINK WAND, 3 BAY - CRITICAL, 4 UNITS, ONE LOCATION, MONTHLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
3004	SINK WAND, 2 BAY - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
3005	AMSCO WASHER/DISINFECTOR - CRITICAL, 3 UNITS, ONE LOCATION, MONTHLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
3006	LOOP OUT PORT - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services	12.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
3007	LOOP RETURN PORT - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
3008	CRITICAL WATER TREATMENT SYSTEM - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
3009	RO HOUSE MAKE-UP WATER - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
3010	ULTRA SONICS - UTILITY, 2 UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
3011	SINK, 3 BAY - UTILITY, 4 UNITS, 3 LOCATIONS, QUARTERLY Contract Period: Option 3	4.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
3012	SINK, 2 BAY - UTILITY, ONE UNIT, TWO LOCATIONS, QUARTERLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
3013	WATER GUN - UTILITY, 5 UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
3014	MINI TABLE TOP ULTRA SONIC - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
3015	UTILITY WATER PORT - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016	MEDIVATOR - UTILITY, TWO UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
3017	UTILITY WATER TREATMENT SYSTEM - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
3018	STEAM STERILIZERS - STEAM, 4 UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
3019	BOILER HOUSE - STEAM, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
3020	STEAM TREATMENT SYSTEM - STEAM, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories	4.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
3021	COURIER SERVICES Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	16.00	EA	_____	_____
3022	SAMPLE BOTTLES Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	300.00	EA	_____	_____
4001	SPS WATER QUALITY TESTING IN BUILDING 4, BASEMENT, AT VA HEALTH CARE SYSTEM, 4801 VETERANS DRIVE, ST. CLOUD, MN. TESTING TO BE DONE MONTHLY AND QUARTERLY ACCORDING TO CONTRACT REQUIREMENTS. VENDOR IS RESPONSIBLE FOR PROVIDING SAMPLE CONTAINERS AND PICKING UP SAMPLES FROM VA POINT OF CONTACT. RO STORAGE - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
4002	CART WASHER - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference	12.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Laboratory Testing				
4003	SINK WAND, 3 BAY - CRITICAL, 4 UNITS, ONE LOCATION, MONTHLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
4004	SINK WAND, 2 BAY - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
4005	AMSCO WASHER/DISINFECTOR - CRITICAL, 3 UNITS, ONE LOCATION, MONTHLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
4006	LOOP OUT PORT - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
4007	LOOP RETURN PORT - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 4 POP Begin: 07-01-2030	12.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
4008	CRITICAL WATER TREATMENT SYSTEM - CRITICAL, ONE UNIT, ONE LOCATION, MONTHLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	12.00	MO	_____	_____
4009	RO HOUSE MAKE-UP WATER - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
4010	ULTRA SONICS - UTILITY, 2 UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
4011	SINK, 3 BAY - UTILITY, 4 UNITS, 3 LOCATIONS, QUARTERLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
4012		4.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SINK, 2 BAY - UTILITY, ONE UNIT, TWO LOCATIONS, QUARTERLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
4013	WATER GUN - UTILITY, 5 UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
4014	MINI TABLE TOP ULTRA SONIC - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
4015	UTILITY WATER PORT - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	4.00	MO	_____	_____
4016	MEDIVATOR - UTILITY, TWO UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services	4.00	MO	_____	_____

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
4017		4.00	MO	_____	_____
	UTILITY WATER TREATMENT SYSTEM - UTILITY, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
4018		4.00	MO	_____	_____
	STEAM STERILIZERS - STEAM, 4 UNITS, ONE LOCATION, QUARTERLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
4019		4.00	MO	_____	_____
	BOILER HOUSE - STEAM, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
4020		4.00	MO	_____	_____
	STEAM TREATMENT SYSTEM - STEAM, ONE UNIT, ONE LOCATION, QUARTERLY Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
4021		16.00	EA	_____	_____
	COURIER SERVICES Contract Period: Option 4 POP Begin: 07-01-2030				

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing				
4022	SAMPLE BOTTLES Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 541380 - Testing Laboratories and Services PRODUCT/SERVICE CODE: Q301 - Medical - Reference Laboratory Testing	300.00	EA	_____	_____
				GRAND TOTAL	_____

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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

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

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

C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to

prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration of the contract.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.4 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

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

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

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

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

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

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

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

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

(End of Clause)

C.5 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

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

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

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

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

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

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

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

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

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency

information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

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

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

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is

to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

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

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

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

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

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

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

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

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

(h) *General report*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) *New FASCSA orders report*.

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

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

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

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

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

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

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

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

(End of Provision)

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

52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	JUN 2023
52.204-29	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES	DEC 2023
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.222-3	CONVICT LABOR	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT LABOR STANDARDS	AUG 2018
52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2022
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT 1: WAGE DETERMINATION 2015-4953 Rev.-29

SECTION E - SOLICITATION PROVISIONS

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

SITE VISITS:

N/A

TECHNICAL QUESTIONS:

Technical questions will not be accepted for this solicitation.

OFFER SUBMITTAL INSTRUCTIONS:

Offeror shall submit offers by Due Date/Time specified in Block 8 of Standard Form (SF) 1449 of solicitation to Curt LaRose, Contracting Officer, at curt.larose@va.gov with "Solicitation – 36C26326Q0903" in subject line. Offers must be received no later than the date listed in Block 8 of the 1449.

Offer submitted quote shall submit the following: (Any document included in the submitted quotes shall not be handwritten, be electronic utilizing 11-point Arial, Calibri, Courier, or Times New Roman font, and not to exceed 20 pages):

a) **Signed Standard Form (SF) 1449** page of solicitation (Optional).
b) **Signed SF30** Forms acknowledging solicitation amendments, if applicable
c) **Offeror Information -** The Name and address of the company and System of Awards Management (SAM) Status along with the SAM Unique ID. The offeror will also identify any subcontractors by name and address.
d) **Quoted Items –** Offer will quote all requested items.
e) **Price -** Offeror shall submit pricing in accordance with format listed in Section B.3 PRICE/COST SCHEDULE with firm fixed pricing which shall include all labor, overhead, profit, materials, shipping/delivery, and associated costs of the items listed. Pricing shall not be handwritten by offeror due to potential for readability issues if they arise.
f) **13 CFR 125.6 Compliance:** Offer shall submit a breakdown of the work identified in the SOW/PWS and tasks associated with Contract Administration on the Attached Task Breakdown Worksheet. The offer shall identify which work is being completed by the offeror and which work is being completed by any subcontractor. The government reserves the right to disqualify any offeror that is not in compliance with the provisions of 13 CFR 125.6 prime contractor's limitations on subcontracting.
g) **Special Standards of Responsibility** – N/A

h) **Past Performance –** Offeror shall provide past performance references, not to exceed five (5), which shall be for work performed within past three (3) years and shall be relevant to the complexity, size, and scope of this requirement.

For each reference, offerors shall list:

- Name/address of organization contract or project was with
- Contract or project number and title
- Period of performance of contract or project number
- Brief description of contract or project scope and dollar value
- Point of contact information to include name, title, phone number, and e-mail address

NOTE: Failure to submit any of the required information, statements, or certifications will result in rejection of the quote without further evaluation and consideration for award.

OFFER PRICING GUARANTEES:

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

(End of Provision)(End of Provision)

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

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

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

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

(a) 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 shall be used to evaluate offers: Lowest Price Technically Acceptable. To be considered technically acceptable, offeror must be a water testing lab within the State of Minnesota that is certified by the State of Minnesota to test water quality.

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

Evaluation of Option to Extend Services under 52.217-8. For the purposes of the award of the resulting 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 at time of award. 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 offers relative to each other, and will not affect the ranking of offers based on price, unless, after reviewing the offers, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

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

(End of Provision)

E.3 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

E.4 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

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

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

Marginalized populations of Sudan means—

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

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act

of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

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

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

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

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

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

(f) *Iran Representation and Certifications*.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et

seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*)

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

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

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

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

(g) *Disclosure*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

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

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

(End of Provision)

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT	NOV 2024
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021
52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB 2021
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Addendum to 52.212-1)

E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION FEB 2025)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through *https://www.sam.gov*. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

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 size standards in this solicitation.

(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.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

(1) Not less than 51 percent of which is owned and controlled 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 business concern means a concern which 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 its stock is

owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through *http://www.sam.gov*. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. 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) *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.

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

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture*:__.]

(5) *Small disadvantaged business concern.* [*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.

(6) *Women-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 that it [ ] is, [ ] is not a women-owned small business concern.

(7) *WOSB join venture eligible under the WOSB Program*. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents 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: ___*_____.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents 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: ___*_____.]

Note to Paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(11) *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) [Reserved]

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ ‘‘foreign end product,’’ and ‘‘United States’’ are defined in the clause of this solicitation entitled ‘‘Buy American—Supplies.’’

(2) Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[*List as necessary*]

(3) Domestic end products containing a critical component: Line Item No. _____

[*List as necessary*]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms ‘‘Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product,’’ ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ ‘‘foreign end product,’’ ‘‘Free Trade Agreement country,’’ ‘‘Free Trade Agreement country end product,’’ ‘‘Israeli end product,’’ and ‘‘United States’’ are defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’ The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

Other Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[*List as necessary*]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105). Line Item No. _____

[*List as necessary*]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225–3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms ''Korean end product'', ''commercially available off-the shelf (COTS) item,'' ''critical component,'' ''domestic end product,'' ''end product,'' ''foreign end product,'' ''Free Trade Agreement country,'' ''Free Trade Agreement country end product,'' ''Israeli end product,'' and ''United States'' are defined in the clause of this solicitation entitled ''Buy American— Free Trade Agreements—Israeli Trade Act.''

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled ''Buy American—Free Trade Agreements—Israeli Trade Act'':

Korean End Products or Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

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

Other End Products:

Line item No.	Country of origin

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. 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 such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*.

(1) *Listed end products.*

Listed end product	Listed countries of origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) __ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) __ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [ ] does [ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

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

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.,* 52.212–3(g) or a comparable agency provision); and

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

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(*Do not use a "doing business as" name*)

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(*Do not use a “doing business as” name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(s) [Reserved]

(t) [Reserved]

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that—

(i) It [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)