Combined Synopsis/Solicitation Notice

SUBJECT* Warehouse as a Service (WaaS) - Robley Rex VA Medical Center

GENERAL INFORMATION

CONTRACTING OFFICE'S ZIP CODE*	37129
SOLICITATION NUMBER*	36C24926Q0293
RESPONSE DATE/TIME/ZONE	07-21-2026 11:00am EASTERN TIME, NEW YORK, USA
ARCHIVE	30 DAYS AFTER THE RESPONSE DATE
RECOVERY ACT FUNDS	N
SET-ASIDE	SDVOSBC
PRODUCT SERVICE CODE*	R706
NAICS CODE*	493110
CONTRACTING OFFICE ADDRESS	Department of Veterans Affairs Network Contracting Office 9 1639 Medical Center Parkway, Suite 204 Murfreesboro TN 37129
POINT OF CONTACT*	Contracting Officer Sascha Hertslet, CFCM sascha.hertslet@va.gov 615-225-6664

PLACE OF PERFORMANCE

ADDRESS	See Performance Work Statement (PWS)
	Louisville Kentucky
POSTAL CODE	40206
COUNTRY	

ADDITIONAL INFORMATION

AGENCY'S URL	https://www.va.gov/louisville-health-care/locations/
URL DESCRIPTION	RRVAMC Public Website
AGENCY CONTACT'S EMAIL ADDRESS	
EMAIL DESCRIPTION	

DESCRIPTION

Description

This is a combined synopsis/solicitation for commercial products and commercial services prepared in accordance with the format Revolutionary FAR Overhaul (RFO) in Federal Acquisition Regulation (FAR) subpart 12.202, "Streamlined Procedures for Evaluation and Solicitation for Commercial Products and Commercial Services," as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested, and a written solicitation document will not be issued.

This solicitation is issued as an RFQ. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2026-01 03/13/2026

This solicitation is 100-percent set-aside for Service-Disabled Veteran-Owned Small business (SDVOSB).

The associated North American Industrial Classification System (NAICS) code for this procurement is 493110, with a small business size standard of $39 million.

The FSC/PSC is R706.

The Department of Veterans Affairs (VA) Louisville Healthcare System, primary location at Robley Rex VA Medical Center (RRVAMC), 800 Zorn Avenue, Louisville, KY, 40206 with support from Network Contracting Office (NCO) 09, in Murfreesboro, TN, 37129 is seeking to purchase the services called for in the performance work statement.

The government anticipates a single (all or none), firm-fixed-price award.

All interested companies shall provide quotations for the following:

Supplies/Services – Price/Cost Schedule

BASE YEAR – August 2026 through August 2027					
CLIN	**DESCRIPTION**	**EST QTY**	**UNIT**	**UNIT PRICE**	**TOTAL EST PRICE**
0001	Warehousing support for RRVAMC in accordance with the Performance Work Statement	12	MO	$	$
0002	Transfer of equipment/supplies from 1700 Mellwood Ave, Louisville, KY 40206, to Contractors facility	1	JB	$	$
TOTAL BASE YEAR PRICE					**$**

OPTION YEAR (OY) 1 – August 2027 through August 2028					
CLIN	**DESCRIPTION**	**EST QTY**	**UNIT**	**UNIT PRICE**	**TOTAL EST PRICE**
1001	Warehousing support for RRVAMC in accordance with the Performance Work Statement	12	MO	$	$
				TOTAL OY 1 PRICE:	**$**

OPTION YEAR 2 – August 2028 through August 2029					
CLIN	**DESCRIPTION**	**EST QTY**	**UNIT**	**UNIT PRICE**	**TOTAL EST PRICE**
2001	Warehousing support for RRVAMC in accordance with the Performance Work Statement	12	MO	$	$
				TOTAL OY 2 PRICE:	**$**

OPTION YEAR 3 – August 2029 through August 2030					
CLIN	**DESCRIPTION**	**EST QTY**	**UNIT**	**UNIT PRICE**	**TOTAL EST PRICE**
3001	Warehousing support for RRVAMC in accordance with the Performance Work Statement	12	MO	$	$
				TOTAL OY 3 PRICE:	**$**

Performance Work Statement (PWS)

1.0 BACKGROUND

The Veterans Health Administration (VHA) Robley Rex VA Medical Center (RRVAMC) requires requires a warehousing support service, aka Warehouse as a Service (**WaaS**), managed and staffed by contract-awarded personnel, to provide comprehensive warehousing support services. The warehouse will support the storage, management, and distribution of medical and non-medical supplies critical for VA operations. Contractor shall provide the necessary storage, labor, transportation, equipment, and supplies to meet the required services in this PWS.

Louisville VAMC Supply Chain Management Staff shall have access and coordination including:

Primary Staff from Government that shall have use of the WaaS would be: the Supply Chain Management Staff, Leadership, Warehouse Supervisor, and Material Handlers during regular duty hours.

Secondary Staff would be those Facility Maintenance Staff that could have requirements after normal duty hours (i.e. electrician, electronics tech, flooring contractor, OI & T tech, plumber, and carpenter, not all-inclusive) shall perform their assigned duties as-needed.

Overall, during regular work times [8:00AM - 4:30PM, Monday – Friday, excluding weekends and federal holidays], at a minimum, the RRVAMC will always have two personnel on site.

Special Requirements shall include as follows:

- The C&A requirements do not apply, and a Security Accreditation Package is not required.
- Standard Security requirements, w/ Specifics for holding/warehousing VA IT Equipment so that double-lock security requirement (specific room or cage within the warehouse would be acceptable) is addressed.
- Temperature and humidity control.
- Emergent requests include, but are not limited to, support services for patient

2.0 SCOPE OF WORK

2.1 The contract shall provide RRVAMC with all warehousing services necessary and ensure continuity of access to, and delivery of, VA procured healthcare supplies (including Personal Protection Equipment [PPE]), such as masks, isolation gowns, etc.) to Veterans. The Contractor is to safeguard all government healthcare supplies and equipment that may be housed in the Contractor location.

2.2 In support of this initiative, the contractor shall provide a full range of logistical support services and warehouse operations such as receiving, inventory management, staging, and delivery for VA Warehousing in support of the RRVAMC. The Contractor shall receive, oversee, process, store, and repackage property if needed (e.g. medical supplies and equipment) and schedule deliveries and pickup among other tasks. Contractor shall unpackage, store, repackage, and deliver property to the identified location. This includes movement from one location to another, receipt of new deliveries, and relocating property. All deliveries will be inspected and accepted by VA employee prior to storage in contractor facility.

2.3 Contractor shall be responsible for using the proper equipment to ensure efficient and careful transportation of equipment, furniture, and any other stored items. Proper equipment will include but will not be limited to closed moving vans with lift gates, closed security carriers for transporting equipment, rubber-wheeled dollies (in good

condition and free of grease and dirt), aluminum or magnesium ramps of various sizes, cartons and bins, motorized pallet jacks, and a safe jack.

2.4 The warehouse facility shall be owned/leased by the contractor and shall ideally be located within 30 minutes driving distance of the RRVAMC as government expects daily deliveries between RRVAMC and the new contractor warehouse site. The Contractor shall have storage facilities sufficient to contain VA items in secure and climate-controlled conditions that will preserve the operability of the items stored.

2.4.1. The warehouse shall have at least one loading dock and sufficient space to meet the needs of RRVAMC in one location and have a minimum of 22' high ceiling capable of accommodating multi-level shelving (minimum 2 shelves high)

2.4.2. Warehouse shall include a secure storage space with a minimum area of 1,000 square feet with specific security requirements for information technology (IT) equipment;

2.4.3. Warehouse shall have a minimum area of appx. 1,000 square feet for administrative office space to include a break room/kitchen, bathroom(s) for VA personnel.

2.5 Contractor shall comply with all applicable Federal, State, local and industry safety, i.e., OSHA, Department of Labor (DOL), and health standards, regulations and statutes pertaining to the operation of the warehouse and/or distribution of commodities, including healthcare supplies, identified herein. The facility must be kept clean and uncluttered (i.e. no visible dust on products), cleaned at least once weekly to avoid contamination. VA equipment is to be wrapped with stretch wrap and covered for protection against damage. Contractor is to manage pest control; the facility is to remain free of insects, rodents, and other vermin.

2.6 Contractor's facility shall meet all industry standards for fire alarms and suppression systems for the commodities being warehoused. Facility shall also have individual 24/7 monitored alarm access and shall comply in accordance with the Code of Federal Regulations (CFR) Title 21, to maintain inventory in controlled warehouse storage.

2.7 VA Medical/Surgical Supplies/equipment shall be segregated by a cage or other defining material for quick identification purposes. Supplies shall be stored in a temperature-controlled environment. Storage locations must be a stable environment without extreme changes in temperature and humidity. Items stored within these locations must comply with temperature and humidity requirements in accordance with manufacturer specifications. At a minimum, supply storage areas must meet the following specifications: Relative Humidity < 75 %, Temperature 64 – 78 degrees Fahrenheit.

2.8 Contractor shall be responsible for relocating for storage VA identified racking, dunnage, equipment and supplies from the current location of 1700 Mellwood Ave, Louisville, KY 40206, to Contractor’s facility NLT 21 September 2026, this allows Government sufficient time to ensure no accountability of equipment, supplies, etc. before turning the existing warehouse back to the current lessor.

2.9 Contractor shall receive and process up to potentially 20 pallets daily, Monday through Friday. The Contractor shall have the means to pick up VA items from RRVAMC, deliver those items to the Contractor's storage facility, and have the means to deliver stored items to VA facilities as directed. To properly receive and deliver items the Contractor's facility must have a functional receiving dock. Deliveries shall incorporate sufficient packing to comply with all applicable federal and/or state standards relating to shipment of these products. Transportation vehicle used to deliver products should complement the dock configuration so products are off-loaded efficiently, and products removed from the truck/transportation vehicle by the contractor with contractor material handling equipment; no government furnished equipment will be provided.

2.10 Contractor shall provide delivery of Medical/Surgical Supplies/Equipment from the warehouse facility to the medical facility listed in this contract. Delivery will be needed in emergency and non-emergency cases, as needed and requested by the VA.

2.10.1 Regular/routine deliveries, after proper notification utilizing agreed upon method, are to be made Monday through Friday, next business day. Routine deliveries are to be made during normal business hours. A standard delivery will consist of up to 10 pallets.

2.10.2 Emergency Deliveries are to be made within four hours of request. If the VA requests an emergency item, and it can be added to the regular delivery, the contractor shall add the item to the regular delivery for a single, regular delivery fee. If the VA requests an emergency delivery outside of the regular delivery timeframe, the contractor shall have the capability of delivering supplies 24 hours a day, 7 days a week on an emergency basis. It is anticipated this will occur rarely.

2.11 At the request of the VA, supplies and equipment may be available via will call. Will call orders may be picked up by government employees identified by the VA COR.

2.12 Contractor shall maintain an electronic database of all merchandise stored and cross reference this data with VA IFCAP numbers. Information shall contain item description, stock number, case quantities on hand, packaging multiples, vendor information, quantity per pallet, and pallet count. Contractor shall provide and maintain an up-to-date web-based inventory management system that can be accessed by key VA personnel. The web-based inventory system is subject to the approval of the VA and must comply with all federal and VA IT policies and requirements. For example, it must have a username and password protection.

2.13 Contractor shall provide an electronic mechanism to request all medical/surgical supplies/equipment for usage at VA LOU VAMC. This tool is also subject to the approval of the VA and must comply with all federal and VA IT policies and requirements.

2.14 Access Control Log shall include: All individuals (contractor personnel or VA Employee) are to sign-in and sign-out when accessing space where VA supplies or equipment are stored. A copy of the log is to be provided to the COR monthly. Log is to be made available on demand if requested.

2.15 Contractor shall provide full access for VA personnel for warehouse inspection during normal business hours. In addition, access via individual keyed entry to the supply/products shall be available 24/7. If emergency access is required, the VA will ensure appropriate communication will take place with the contractor.

2.16 Examples of types of Medical/Surgical supplies/devices/equipment

The following list of items provides examples of the types of medical devices and supplies that may need to be stored under this contract in the future. This list is not all inclusive.

Item	Item
Beds, Electric, ICU Capable	IV Poles
Ventilators, Bedside/Intensive Care	Cavi-wipes
Ventilators, Transport	N95 Masks
Ventilators, Noninvasive Positive Pressure	KN95 Masks
Infusion Controllers	Face Shields
Infusion Pumps, Analgesic, Patient-Controlled	Disposable Gowns
Monitors, Physio, Bedside	Reusable Gowns
Defibrillators, Cardiac	Lab Kits
Electrocardiograph: EKG	Virex
Hospital Stretchers	Surgical Masks
Oxygen Concentrators	Gloves
Thermometers	Bouffant Caps
Portable Generator	Shoe Covers
Portable HVAC	Water Jugs
Cots	ECG Electrodes
Air Cleaners	Hand Sanitizer
Portable Toilet, Portable Sinks	Urinal
Flooring	O2 Tubing
Traffic Signs	Gowns
Toilet Paper	Socks
Hi Flow Nasal Cannula	BP Cuffs
Art Line Supplies	Temp Probes
Humidifier and Connectors	Pulse Ox Cables
Ventilator Supplies	Personal Care Items
Needles	Peri-Care Wipes
IV Supplies	Feeding Tube Supplies
PAPRs and PAPR Supplies (mask, hoses, and filters)	Pajamas

2.17 Contractor shall provide complete warehouse management services for an average of 340 pallets for up to 32 line items with expansion capabilities up to a maximum of 600 pallets. *A standard pallet is 40x48 inches, with a maximum height of 7 feet (approximately 86.5 cubic feet per pallet). See Attachment A for the list of current supplies and units to be relocated and stored at contractor facility*.

3.0 PERFORMANCE PERIOD

The period of performance (PoP) follows:

- Specific dates will be determined prior to award of contract. RRVAMC seeks a base year from August 2026 through August 2027 with three one-year options of continued WaaS services.

Federal Holidays: The Contractor shall not be required to perform duties on Federal holidays as observed by the RRVAMC and any other day specifically declared by the President of the United States to be a Federal holiday.

3.1 HOURS OF OPERATION

The services covered by this contract shall be furnished by the contractor as defined herein. The contractor shall not be required, except in case of emergency, to furnish such services on Federal Holidays or during off duty hours as described below.

Normal working hours are Monday through Friday, 8:00am-4:30pm, excluding federal holidays which are as follows:

New Year's Day	Birthday of Martin Luther King, Jr	Washington's Birthday
Memorial Day	Juneteenth	Independence Day
Labor Day	Columbus Day Veterans Day	Thanksgiving Day
Christmas Day		

Any other day specifically declared by the President of the United States to be a federal holiday. When one of the holidays falls on Sunday, the following Monday shall be observed as a Federal Holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday.

4.0 PLACE OF PERFORMANCE

Tasks under this contract shall be performed at Contractor Facility and commodities delivered to the designated VA facility located at RRVAMC and/or our future location at 4906 Brownsboro Road, Louisville KY 40222.

5.0 KICKOFF MEETING

The Government will host a kickoff meeting within five (5) business days after contract award (if required).

6.0 TASKS AND DELIVERABLES

The Contractor shall perform the Tasks contained herein. The Contractor shall provide all labor resources necessary to accomplish the deliverables described herein.

6.1 PROJECT MANAGEMENT

The Contractor shall appoint an Onsite Supervisor who will be the single point of contact between the Contractor and the Government. The Onsite Supervisor shall be responsible for ensuring that the deliverables set forth in this document are delivered on schedule and that they meet the requirements of the PWS. Onsite Supervisor shall provide management briefings, as required. The onsite supervisor or designee shall always be available when contract work is in progress to receive notices, reports or requests from the Contracting Officer's Representative (COR).

6.2 WAREHOUSE OPERATIONS AND LOGISTICS SUPPORT SERVICES

Contractor shall provide the following warehouse operations and logistics support services.

6.2.1 RISKS ASSET MANAGEMENT

The Contractor shall provide Receipt, Inventory, Integration, and Delivery support using multiple asset management processes and systems, as required.

6.2.2 WAREHOUSE OPERATIONS SERVICES

6.2.2.1 <u>RECEIPT</u>

- Review accuracy of all assets delivered to warehouse are in accordance with approved invoice or associated Bill of Lading, including verification of asset counts.
- Inspect deliveries for damages, document condition upon receipt and notify COR of any discrepancies.
- Deliverable 001 – Daily Inbound/Outbound Delivery Report

6.2.2.2 <u>INVENTORY</u>

- Track all packages from receipt to delivery.
- Open packages and check received goods and materials, as required.
- Initiate inventory within the contractor web-based inventory management system described in 2.11.
- Deliverable 002 – Weekly On-hand Status Report

6.2.2.3 INTEGRATION

- Store assets and ability to quickly retrieve stored assets upon request.
- Capture assets by pallet and rack location within the designated staging facility.
- Verify assets using inventories and inventory verification processes.
- Deliverable 002 – Weekly On-hand Status Report
- Deliverable 003 – Report of product inventory with expiration dates

6.2.2.4 SHIPPING/DELIVERY

- Provide detailed inventory lists and enable supply transactions.
- Deliverable 004: Stock rotation by pulling orders from the oldest available stock for any order received and replacing it with fresh product from VA inventory utilizing first-in-first-out. Stock items that are rotated and have a different expiration date than previously reported must be highlighted on the monthly report.

6.2.2.5 INSPECTION

- Regular Inspection and Maintenance: The Contractor shall regularly inspect and maintain stored VA items in accordance with manufacturers' requirements.
- Notify the COR of any product that expires within 12 months.
- Deliverable 005 – Environmental Monitors Report – to include at a minimum temperature, humidity, pest control, cleaning
- Deliverable 006: Daily discrepancy/damaged goods report
- Deliverable 007: Access Control Log

6.2.3. MONTHLY OFFSITE STORAGE FACILITY RENTAL of required utilized rented square footage.

6.2.4 ROUTINE PICKUP/DELIVERY SERVICES

6.2.5 EMERGENCY PICKUP/DELIVERY SERVICES

7.0 MANAGEMENT PLAN, AND SAFETY PLAN

The Contractor's General Management Plan and Warehouse Safety Plan, as presented in its proposal, will be incorporated as part of the contract award and implemented upon award.

8.0 DRESS CODE

Contractor shall maintain a neat and professional appearance including good personal hygiene. Facial hair must be neat and trimmed and shall not impede safety attire application. All contractors are required to wear designated safety apparel per National and State guidance within the facility until otherwise directed. All contractors shall wear closed-toed shoes and safety attire as required in performance of warehouse operations.

9.0 SCHEDULE FOR DELIVERABLES

Note: Deliverables with due dates falling on a weekend or holiday shall be submitted the previous Government workday before the weekend or holiday unless an emergency delivery is requested.

Task #	Deliverable Number	Deliverable Description	Final Due Date
6.1/6.2	001	Daily Inbound/Outbound Delivery Report	Daily
6.1/6.2	002	Weekly On-hand Status Report	Every Friday by 3:00PM, local time
6.1/6.2	003	Report of product inventory with expiration dates	Monthly by Last Government Work Day
6.1/6.2	004	Stock rotation report	Quarterly by Last Government Workday
6.1/6.2	005	Environmental Monitors Report – to include at a minimum temperature, humidity, pest control, cleaning	Quarterly by Last Government Work Day
6.1/6.2	006	Discrepancy/Damaged Goods Report	Daily
6.1/6.2	007	Access Control Log	Monthly

10.0 METHOD AND DISTRIBUTION OF DELIVERABLES

The Contractor will deliver documentation in electronic format, unless otherwise directed.

11.0 CONTRACTOR PERSONNEL SECURITY

A. The Contractor shall provide all material handling equipment training for their employees required to perform the tasks identified herein

B. The Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable federal, state and municipal laws and regulations.

C. The contractor shall comply with all Privacy Act regulations related to personally identifiable information (PII). http://www.privacy.va.gov/Privacy Resources.asp.

D. The contractor shall be able to read, write, speak and understand the English language.

12.0 CONTRACTOR PERSONNEL NON-SECURITY REQUIREMENTS

A. Contractor personnel shall always wear visible identification while they are on the premises.

B. Smoking is prohibited inside/outside any building other than the designated smoking areas.

C. Possession of weapons is prohibited except for those personnel designated by the Contractor (e.g. Security Guards) to ensure safety of personnel and materials.

D. Contractor will maintain physical security of the warehouse facilities, housing the activities performed under this contract. The contractor will ensure that security procedures are defined and enforced.

13.0 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Purpose: To ensure the Government has an effective and systematic method of surveillance for the services herein. This plan will serve as a tool to verify the Contractor is performing all services required in a timely, accurate, and complete fashion.

Performance measures for this initiative are defined in the table below:

Performance Objective	Performance Standard	Surveillance Method	Performance Levels
1. Timeliness	Contractor shall pick up, if necessary, and deliver items as scheduled. Minimum Quality Standard - Performance will meet standard 90% of the time	Observation, validated complaints.	Performance Evaluation to reflect poor performance; Negative CPARS Ratings
2. Stored Items Regularly Inspected and Maintained	Stored items inspected and maintained in accordance with manufacturers' standards. Minimum Quality Standard - Performance will meet standard 95% of the time	Observation, validated complaints.	Performance Evaluation to reflect poor performance; Negative CPARS Ratings
3. Continued Operability of Stored Items	Stored items are usable as intended when returned to the ordering facility. Items will not become functionally inoperable while in	Observation, validated complaints.	Performance Evaluation to reflect poor

	Contractor's custody. Minimum Quality Standard - Performance will meet standard 100% of the time		performance; Contractor will provide replacement item at no cost to the VA
4. Reports	Provide all reports in accordance with section 9.0 of the PWS Minimum Quality Standard - All deliverables are met 98% of the time.	Review of Deliverables and Direct Observation.	Incentives Positive CPARs Disincentives Negative CPARs reporting

14.0 NON-PERSONAL SERVICES CONTRACT

This contract is a non-personal services contract as defined in the FAR at subpart 37.101. It is understood and agreed that the Contractor and/or Contractor's employees and subcontractors:

A. shall perform the services specified herein as independent contractors, not as employees of the government;

B. shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract;

C. shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; but

D. shall, pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

15.0 VA INFORMATION CUSTODIAL LANGUAGE

A. The Government shall receive unlimited rights to data/intellectual property first produced and delivered in the performance of this contract or order (hereinafter "contract") unless expressly stated otherwise in this contract. This includes all rights to source code and all documentation created in support thereof. The primary clause used to define Government and Contractor data rights is FAR 52.227-14 Rights in Data – General. The primary clause used to define computer

software license (not data/intellectual property first produced under this contractor or order) is FAR 52.227-19, Commercial Computer Software License.

B. Information made available to the contractor by VA for the performance or administration of this contract will be used only for the purposes specified in the service agreement, SOW, PWS, PD, and/or contract. The contractor shall not use VA information in any other manner without prior written approval from a VA Contracting Officer (CO). The primary clause used to define Government and Contractor data rights is FAR 52.227-14 Rights in Data – General.

C. VA information will not be co-mingled with any other data on the contractor's information systems or media storage systems. The contractor shall ensure compliance with Federal and VA requirements related to data protection, data encryption, physical data segregation, logical data segregation, classification requirements and media sanitization.

D. VA reserves the right to conduct scheduled or unscheduled audits, assessments, or investigations of contractor Information Technology (IT) resources to ensure information security is compliant with Federal and VA requirements. The contractor shall provide all necessary access to records (including electronic and documentary materials related to the contracts and subcontracts) and support (including access to contractor and subcontractor staff associated with the contract) to VA, VA's Office Inspector General (OIG), and/or Government Accountability Office (GAO) staff during periodic control assessments, audits, or investigations.

E. The contractor may only use VA information within the terms of the contract and applicable Federal law, regulations, and VA policies. If new Federal information security laws, regulations or VA policies become applicable after execution of the contract, the parties agree to negotiate contract modification and adjustment necessary to implement the new laws, regulations, and/or policies.

F. The contractor shall not make copies of VA information except as specifically authorized and necessary to perform the terms of the contract. If copies are made for restoration purposes, after the restoration is complete, the copies shall be destroyed in accordance with VA Directive 6500, VA Cybersecurity Program and VA Information Security Knowledge Service.

G. If a Veterans Health Administration (VHA) contract is terminated for default or cause with a business associate, the related local Business

Associate Agreement (BAA) shall also be terminated and actions taken in accordance with VHA Directive 1605.05, Business Associate Agreements. If there is an executed national BAA associated with the contract, VA will determine what actions are appropriate and notify the contactor.

H. The contractor shall store and transmit VA sensitive information in an encrypted form, using VA-approved encryption tools which are, at a minimum, Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules (or its successor) validated and in conformance with VA Information Security Knowledge Service requirements. The contractor shall transmit VA sensitive information using VA approved Transport Layer Security (TLS) configured with FIPS based cipher suites in conformance with National Institute of Standards and Technology (NIST) 800-52, Guidelines for the Selection, Configuration and Use of Transport Layer Security (TLS) Implementations.

I. The contractor's firewall and web services security controls, as applicable, shall meet or exceed VA's minimum requirements.

J. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two situations: i. in response to a qualifying order of a court of competent jurisdiction after notification to VA CO ii. with written approval from the VA CO. The contractor shall refer all requests for, demands for production of or inquiries about, VA information and information systems to the VA CO for response.

K. Notwithstanding the provision above, the contractor shall not release VA records protected by Title 38 U.S.C. § 5705, Confidentiality of medical quality-assurance records and/or Title 38 U.S.C. § 7332, Confidentiality of certain medical records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse or infection with Human Immunodeficiency Virus (HIV). If the contractor is in receipt of a court order or other requests for the above-mentioned information, the contractor shall immediately refer such court order or other requests to the VA CO for response.

L. Information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract will be protected and secured in accordance with VA Directive 6500 and Identity and Access Management (IAM) Security processes specified in the VA Information Security Knowledge Service.

M. Any data destruction done on behalf of VA by a contractor shall be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management, VA Handbook 6300.1, Records Management Procedures, and applicable VA Records Control Schedules.

N. The contractor shall provide its plan for destruction of all VA data in its possession according to VA Directive 6500 and NIST 800-88, Guidelines for Media Sanitization prior to termination or completion of this contract. If directed by the COR/CO, the contractor shall return all Federal Records to VA for disposition.

O. Any media, such as paper, magnetic tape, magnetic disks, solid state devices or optical discs that is used to store, process, or access VA information that cannot be destroyed shall be returned to VA. The contractor shall hold the appropriate material until otherwise directed by the Contracting Officer's Representative (COR) or CO. Items shall be returned securely via VA-approved methods. VA sensitive information must be transmitted utilizing VA-approved encryption tools which are validated under FIPS 140-2 (or its successor) and NIST 800-52. If mailed, the contractor shall send via a trackable method (USPS, UPS, FedEx, etc.) and immediately provide the COR/CO with the tracking information. Self-certification by the contractor that the data destruction requirements above have been met shall be sent to the COR/CO within 30 business days of termination of the contract.

P. All electronic storage media (hard drives, optical disks, CDs, back-up tapes, etc.) used to store, process or access VA information will not be returned to the contractor at the end of lease, loan, or trade-in. Exceptions to this paragraph will only be granted with the written approval of VA CO.

16.0 ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

This section applies when any person requires access to information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract.

A. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees and subcontractors only to the extent necessary to perform the services specified in the solicitation or contract. This includes indirect entities, both affiliates of contractor/subcontractor and agents of contractor/subcontractor.

B. Contractors and subcontractors shall sign the VA Information Security Rule of Behavior (ROB) before access is provided to VA information and information systems (see Section 4, Training, below). The ROB contains the minimum user compliance requirements and does not supersede any policies of VA facilities or other agency components which provide higher levels of protection to VA's information or information systems. Users who require privileged access shall complete the VA elevated privilege access request processes before privileged access is granted.

C. All contractors and subcontractors working with VA information are subject to the same security investigative and clearance requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors shall be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office of Human Resources and Administration/Operations, Security and Preparedness (HRA/OSP) is responsible for these policies and procedures. Contract personnel who require access to classified information or information systems shall have an appropriate security clearance. Verification of a Security Clearance shall be processed through the Special Security Officer located in HRA/OSP. Contractors shall conform to all requirements stated in the National Industrial Security Program Operating Manual (NISPOM).

D. All contractors and subcontractors shall comply with conditions specified in VAAR 852.204-71(d); Contractor operations required to be in United States. All contractors and subcontractors working with VA information must be permanently located within a jurisdiction subject to the law of the United States or its Territories to the maximum extent feasible. If services are proposed to be performed abroad the contractor must state where all non-U.S. services are provided. The contractor shall deliver to VA a detailed plan specifically addressing communications, personnel control, data protection and potential legal issues. The plan shall be approved by the COR/CO in writing prior to access being granted.

E. The contractor shall notify the COR/CO in writing immediately (no later than 24 hours) after personnel separation or occurrence of other causes. Causes may include the following:

   1. Contractor/subcontractor personnel no longer have a need for access to VA information or VA information systems.

2. Contractor/subcontractor personnel are terminated, suspended, or otherwise have their work on a VA project discontinued for any reason.
3. Contractor believes their own personnel or subcontractor personnel may pose a threat to their company's working environment or to any company-owned property. This includes contractor-owned assets, buildings, confidential data, customers, employees, networks, systems, trade secrets and/or VA data.
4. Any previously undisclosed changes to contractor/subcontractor background history are brought to light, including but not limited to changes to background investigation or employee record.
5. Contractor/subcontractor personnel have their authorization to work in the United States revoked.
6. Agreement by which contractor provides products and services to VA has either been fulfilled or terminated, such that VA can cut off electronic and/or physical access for contractor personnel.

F. In such cases of contract fulfillment, termination, or other causes; the contractor shall take the necessary measures to immediately revoke access to VA network, property, information, and information systems (logical and physical) by contractor/subcontractor personnel. These measures include: removing and then securing Personal Identity Verification (PIV) badges and PIV – Interoperable (PIV-I) access badges, VA-issued photo badges, credentials for VA facilities and devices, VA-issued laptops, and authentication tokens. Contractors shall notify the appropriate VA COR/CO immediately to initiate access removal.

G. Contractors/subcontractors who no longer require VA access will return VA-issued property to VA. This property includes documents, electronic equipment, keys, and parking passes. PIV and PIV-I access badges shall be returned to the nearest VA PIV Badge Issuance Office. Once they have had access to VA information, information systems, networks and VA property in their possessions removed, contractors shall notify the appropriate VA COR/CO.

H. All contractors and subcontractors requiring access to VA information and VA information systems shall successfully complete the following before being granted access to VA information and its systems:

1. VA Privacy and Information Security Awareness and Rules of Behavior course (Talent Management System (TMS) #10176) initially and annually thereafter.

2. Sign and acknowledge (electronically through TMS #10176) understanding of and responsibilities for compliance with the Organizational Rules of Behavior, relating to access to VA information and information systems initially and annually thereafter; and
3. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system or information access [to be defined by the VA program official and provided to the VA CO for inclusion in the solicitation document – i.e., any role-based information security training].

I. The contractor shall provide the COR/CO a copy of the training certificates and certification of signing the Organizational Rules of Behavior for each applicable employee within five days of the initiation of the contract and annually thereafter, as required.

J. Failure to complete the mandatory annual training is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the required training is complete.

17.0 SECURITY INCIDENT INVESTIGATION

A. The contractor, subcontractor, their employees, or business associates shall immediately (within one hour) report suspected security / privacy incidents to the VA OIT's Enterprise Service Desk (ESD) by calling (855) 673-4357 (TTY: 711). The ESD is OIT's 24/7/365 single point of contact for IT-related issues. After reporting to the ESD, the contractor, subcontractor, their employees, or business associates shall, within one hour, provide the COR/CO the incident number received from the ESD.

B. Violation of this section shall be investigated in accordance with VA Handbook 6500.6.

18.0 RECORDS MANAGEMENT OBLIGATIONS

A. Applicability

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

B. Definitions

"Federal record" As defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a

Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. Includes Department of Veterans Affairs (VA) records.
2. Does not include personal materials.
3. Applies to records created, received, or maintained by Contractors pursuant to their VA contract.
4. May include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government. These records must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

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

5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the Statement of Work (SOW) or Performance Work Statement (PWS). The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/ or equipment is no longer required, it shall be returned to the VAs control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the Statement of Work (SOW) or Performance Work Statement (PWS). Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

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

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

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

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

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

11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take VA-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.

D. Flow down of requirements to subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this Statement of Work (SOW) or Performance Work Statement (PWS) and require written subcontractor acknowledgment of same.

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

ATTACHMENT A: List of current supplies and units to be relocated and stored at contractor facility

	Warehouse Contents: Item Groups and Capital Assets	Qty	Unit	Cost	Value
	Item Group				
1	Beds, Electric, ICU Capable	3	Pallet	$ 30,000.00	$ 90,000.00
2	OI&T (IT and Technology Equipment)	30	Pallet	$ 10,000.00	$ 300,000.00
3	Medical Records	6	Pallet	$ 4,000.00	$ 24,000.00
4	Ventilators (Bedside, Transport, NIPPV)	8	Pallet	$ 50,000.00	$ 400,000.00
5	Infusion Devices & Supplies	7	Pallet	$ 13,000.00	$ 91,000.00
6	Monitors & Defibrillators	6	Pallet	$ 32,500.00	$ 195,000.00
7	Patient Support Items (Stretchers, Cots, Pajamas)	7	Pallet	$ 6,000.00	$ 42,000.00
8	Oxygen Therapy Devices & Supplies	8	Pallet	$ 7,000.00	$ 56,000.00
9	Thermometers & Diagnostic Supplies	2	Pallet	$ 2,000.00	$ 4,000.00
10	Portable Generator/HVAC	2	Pallet	$ 7,500.00	$ 15,000.00
11	Cleaning & Janitorial Supplies	10	Pallet	$ 5,000.00	$ 50,000.00
12	PPE (N95, KN95, Face Shields, Gowns, Gloves, Bouffant, Shoe Covers, Socks)	39	Pallet	$ 8,000.00	$ 312,000.00
13	Lab Kits & Related Supplies	5	Pallet	$ 7,000.00	$ 35,000.00
14	Surgical Masks & Misc. Medical	9	Pallet	$ 5,000.00	$ 45,000.00
15	IV Poles & IV Supplies	7	Pallet	$ 4,000.00	$ 28,000.00
16	PAPRs & PAPR Supplies	5	Pallet	$ 9,000.00	$ 45,000.00
17	Personal Care Items & Peri-Care Wipes	5	Pallet	$ 2,500.00	$ 12,500.00
18	Hand Sanitizer & Water Jugs	4	Pallet	$ 4,000.00	$ 16,000.00
19	ECG Electrodes, BP Cuffs, Temp Probes, Pulse Ox Cables	4	Pallet	$ 2,000.00	$ 8,000.00
20	Traffic Signs & Flooring	2	Pallet	$ 1,000.00	$ 2,000.00

21	Urinal, O2 Tubing, Art Line Supplies, Ventilator Supplies	3	Pallet	$ 2,500.00	$ 7,500.00
22	Envelopes	6	Pallet	$ 9,000.00	$ 54,000.00
	Item Group Sub Total:	**178**			**$ 1,832,000.00**
	Capital Assets			**Est. Value**	
23	Electric forklift	1	Each	$28,000	$ 28,000.00
24	Reach truck	1	Each	$20,000	$ 20,000.00
25	Monolift mass reach truck	1	Each	$22,000	$ 22,000.00
26	Electric pallet jacks	2	Each	$7,500	$ 15,000.00
27	End control pallet trucks	2	Each	$6,000	$ 12,000.00
28	Hand pallet jacks	6	Each	$600	$ 3,600.00
29	Plastic wrap machine	1	Each	$4,500	$ 4,500.00
30	Dunnage Racking Systems, all components for 3 Tier Rack, **Heavy-Duty Pallet Rack – "144 x 48 x 144"**		Ea./3 Tier		
	Capital Asset Sub Total:	**14**			**$ 105,100.00**
	Warehouse Contents (Commodity Group Items and Capital Assets) TOTAL:	**192**			**$ 1,937,100.00**

The full text of FAR & VAAR provisions or clauses may be accessed electronically at https://www.acquisition.gov/browse/index/far & https://www.va.gov/OAL/library/vaar/index.asp

Applicable Clauses:

FAR 52.212-4, Contract Terms and Conditions–Commercial Products and Commercial Services (Deviation) (OCT 2025)

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

(b) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming

services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

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

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

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

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

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

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

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

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

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

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

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent,

trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

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

(4) Addenda to this solicitation or contract,

(5) Solicitation provisions incorporated in the solicitation.

(6) Other paragraphs of this clause.

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

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

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

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.

(End of Clause)

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 15 CALENDAR DAYS of Contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 CALENDAR 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 54 months.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (NOV 2025) (DEVIATION)

(a) *Equal opportunity clause.* The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by

the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (NOV 2025) (DEVIATION)

(a) During the term of this contract, the Contractor must post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice must be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor must also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor must comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor must include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor must not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor must take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This is based on Wage Determination No. 2015-4717, Revision 32, dated 5/13/2026 under the Service Contract Act

Employee Class	Monetary Wage-Fringe Benefits
Warehouse Specialist	$22.15 - $5.09
Driver Courier	$20.62 - $5.09
Production Control Clerk	$26.56 - $5.09

(End of Clause)

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)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond August 2027. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond August 2027, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

52.247-21 CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)

(a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.

(b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.

(c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.

(d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

(End of Clause)

VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

(a) *Definition*. for the Department of Veterans Affairs, ‘‘Service-disabled Veteran-owned small business concern or SDVOSB’’:

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned 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 or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at https://veterans.certify.sba.gov/; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) The term ‘‘Service-disabled Veteran’’ 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).

(3) The term ‘‘small business concern’’ has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term ‘‘small business concern owned and controlled by Veterans with service-connected disabilities’’ has the meaning given the term ‘‘small business concern owned and controlled by service-disabled veterans’’ under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term “SDVOSB participant” or certified SDVOSB means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a certified SDVOSB listed in the SBA certification database who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation*. Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

(d) *Agreement/LOS certification*. When awarded a contract action, including orders under multipleaward contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or ‘‘similarly situated’’ (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services*. In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified SDVOSBs listed in the SBA certification database (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products.*

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction.* In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database.

(4) *Special trade construction contractors.* In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not certified SDVOSBs listed in the SBA certification database.

(5) *Subcontracting.* An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work that a first tier SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period*. An SDVOSB shall comply with the limitations on subcontracting as follows:

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

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

(f) *Joint ventures*. A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence.* The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

(h) *Misrepresentation.* Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(l)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) [] Services. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating 18 U.S.C. 1001.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

I hereby certify that if awarded the contract, [insert name of offeror] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Company Name and Address: _____

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____Date: _____

(End of Clause)

VAAR 852.228-71 INDEMNIFICATION AND INSURANCE (MAR 2018)

(a) *Indemnification*. The Contractor expressly agrees to indemnify and save the Government, its officers, agents, servants, and employees harmless from and against any and all claims, loss, damage, injury, and liability, however caused, resulting from, arising out of, or in any way connected with the performance of work under this contract. Further, it is agreed that any negligence or alleged negligence of the Government, its officers, agents, servants, and employees, shall not be a bar to a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, and employees is the sole, competent, and producing cause of such claims, loss, damage, injury, and liability. At the option of the Contractor, and subject to the approval by the Contracting Officer, insurance coverage may be employed as guaranty of indemnification.

(b) *Insurance*. Satisfactory insurance coverage is a condition precedent to award of this contract. In general, a successful bidder must present satisfactory evidence of full compliance with State and local requirements, or those below stipulated, whichever are the greater. More specifically, workers' compensation and employer's liability coverage will conform to applicable State law requirements for the service defined, whereas general liability and automobile liability of comprehensive type shall, in the absence of higher statutory minimums, be required in the amounts per vehicle used of not less than $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. State-approved sources of insurance coverage ordinarily will be deemed acceptable to the Department of Veterans Affairs, subject to timely certifications by such sources of the types and limits of the coverages afforded by the sources to the bidder.

(End of Clause)

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.

52.203-17	Contractor Employee Whistleblower Rights (NOV 2023)
52.204-13	System for Award Management – Maintenance (Deviation) (NOV 2025)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (JAN 2025)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (NOV 2025)

52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2025)
52.219-8	Utilization of Small Business Concerns (Deviation) (NOV 2025)
52.222-3	Convict Labor (Deviation) (NOV 2025)
52.222-35	Equal Opportunity for Veterans (Deviation) (NOV 2025)
52.222-37	Employment Reports on Veterans (Deviation) (NOV 2025)
52.222-41	Service Contract Labor Standards (Deviation) (NOV 2025)
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Deviation) (NOV 2025)
52.222-50	Combatting Trafficking in Person (Deviation) (NOV 2025)
52.222-54	Employment Eligibility Verification (Deviation) (NOV 2025)
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Deviation) (NOV 2025)
52.222-62	Paid Sick Leave Under Executive Order 13706 (Deviation) (NOV 2025)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (OCT 2018)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2024)
852.201-70	Contracting Officer's Representative (DEC 2022)
852.203-70	Commercial Advertising (MAY 2018)
852.222-71	Compliance with Executive Order 13899 (Deviation) (APR 2025)
852.232-72	Electronic Submission of Payment Requests (NOV 2018)
852.242-71	Administrative Contracting Officer (OCT 2020)

(End of Addendum to FAR 52.212-4)

The following solicitation provisions apply to this acquisition:

FAR 52.212-1, "Instructions to Offerors–Commercial Products and Commercial Services"

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION AUG 2025)

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 version of FAR 52.212-1 in the addendum is tailored for Simplified Acquisition Procedures and supersedes the current version of FAR 52.212-1 contained in the FAR.

The following provision is incorporated into 52.212-1 as an addendum to this solicitation: 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION AUG 2025)

(a) ***Submission of offers*****.** Submit signed and dated offer in a single email with no more than two attachments labeled:

1. Price_"VendorName"_"SolicitationNumber"
2. Technical_"VendorName"_"SolicitationNumber"

The email shall not exceed 25 MB in data size and is sent to the office/person specified in this solicitation at or before the exact due date and time specified in this solicitation.

Offer shall be clearly indexed and logically assembled in order of the evaluation criteria below. All pages of the quote shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer.

Pricing must be submitted separately. Firm-fixed pricing for each line item is required. All line items in the Price/Cost Schedule must include a price.

Offerors must submit.

As a minimum, offers shall include—

(1) The solicitation number;

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

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

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

(5) The complete provisions with offeror response that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM));

- *FAR 52.209-7*
- VAAR 852.219-75
- VAAR 852.228-71

(6) Recent (within the last three years) and relevant past performance history that is similar to the work in the PWS.

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

Note: Failure to submit the minimum will result in the offeror being deemed non-responsive and excluded from evaluation and award consideration

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

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.
(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
(2) Any offer, modification, or revision received after the time specified for receipt of offers is “late” and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror’s initial offer should contain the Offeror’s best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:
(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed Offeror’s offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision—
"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
"Federal contracts and grants with total value greater than $10,000,000" means—
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the

Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

52.217-5 Evaluation of Options.

As prescribed in 17.203(c), insert a provision substantially the same as the following:

Evaluation of Options (Deviation Date)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Sascha Hertslet, Contracting Officer

Hand-Carried & Mailing Address:
Department of Veterans Affairs
Network Contracting Office - 9
3400 Lebanon Pike
Murfreesboro, TN 37129

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

(End of Provision)

VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with:
Deputy Assistant Secretary for Acquisition and Logistics, Risk Management Team, Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: EDProtests@va.gov.

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(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/

52.204-7 System for Award Management-Registration (Deviation) (NOV 2025)
852.233-70 Protest Content/Alternative Dispute Resolution (OCT 2018)

(End of Provision)

(End of Addendum to 52.212-1)

FAR 52.212-2 Evaluation-Commercial Products and Commercial Services:

(a) *Basis of Award:* The Government will award a contract resulting from this solicitation to the responsive and responsible Vendor in accordance with FAR 9.104-1 and whose quote conforms to the solicitation that is the best value to the Government, price and other non-price factors considered.

(b) *Evaluation Approach.* The Government will evaluate offers using the comparative evaluation process, where offers will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider an offer other than the lowest price that provides additional benefit(s). Offers may exceed minimum requirements of the solicitation. Each response must meet the minimum requirements of the solicitation. The Government is not requesting or accepting alternate offers.

The evaluation will consider the following:

a. *Technical.* Offeror shall submit a written response that clearly and succinctly shows their understanding of the requirement and connects their resources and experience to meet the PWS. It shall, at a minimum, include:

- warehouse layout showing location, square footage, and proof that the facility is fully climate controlled
- Staffing and equipment plan

- Warehouse security plan explaining access control and resources to protect government property
- quality assurance plan
- general liability insurance coverage document
- past performance.

b. *Past Performance.* The offeror shall provide no more than two examples of past performance that is like the size and technical scope of this requirement. The past performance shall have been performed within the past 3 years and may have been performed under a federal, state, local Government contract or a private commercial contract. The example shall be a maximum of one page with the following information**:**

- Name and Address of Organization and Contract Number
- Period of Performance
- Points of Contact with correct phone numbers, titles, and e-mail addresses to allow the Government to verify information submitted.

Provide at least one verifiable point of contact. It is the Offeror's responsibility to ensure that information provided is accurate, current, and complete for all points of contact listed. Further, offeror is responsible for ensuring references will willingly participate in the Government's attempts to verify information provided in the offer.

The Government is not responsible for the inability to contact an offeror's reference due to inaccurate contact information or uncooperative reference. Past performance information from the contractor's references, which cannot be readily confirmed, may receive a lower rating for this factor.

In the case of a Vendor without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Vendor may not be evaluated favorably or unfavorably on past performance. Therefore, the Vendor shall be determined to have unknown past performance. In the context of confidence, the Vendor will be evaluated as “Unknown Confidence” and shall be considered “neutral.”

c. *Price.* The Vendor is required to quote a fully burdened fixed price for the CLIN structure as shown in Section v. Insert the quoted unit and extended prices in Contract Line-Item Number (CLIN) 0001 through 2001. All unit prices shall be represented in two decimal positions only. Example: $0.27, not $0.27458. The Government shall evaluate price to determine if it is considered fair and reasonable.

(c) *Options***.** The Government will consider 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. Quoters must price only the base and option periods specified in the contract line-item numbers (CLINs) and shall not submit a price for the potential six-month extension of services under FAR 52.217-8. The Government reserves the right to exercise the option under FAR 52.217-8 before the end of any of the contractor's performance periods and will be exercised at the price and/or rates in effect at the time the clause is exercised.

Evaluation of options shall not oblige the Government to exercise the option(s).

Technical and past performance (non-price factors) when combined are more important than price.

(d) 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.

(e) *Other.*

1. Offeror shall have completed at time of submission of response the annual representations and certifications electronically via the System for Award Management (SAM) website located at https://sam.gov/ to be considered for evaluation and award. If offeror sam.gov registration is not active and current, the offeror will be deemed non-responsive and excluded from evaluation and award consideration.

2. Offeror shall be a Small Business Administration (SBA) SDVOSB-certified contractor listed on the SBA's website at https://search.certifications.sba.gov/ at the date and time set for receipt of offers. An Offeror, who is not an SBA SDVOSB-certified concern at the date and time set for receipt of offers will be deemed non-responsive and will not be considered for evaluation and award.

3. Government reserves the right to physically view and inspect the offeror's warehouse as part of the evaluation for award.

4. To facilitate the award process, all quotes must include a statement regarding the terms and conditions herein as follows:

"The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition."

OR

"The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:" Quoters shall list exception(s) and rationale for the exception(s), if any.

Note: Failure to submit this statement will result in the offeror being deemed non-responsive and excluded from evaluation and award consideration

(End of Provision)

Offer Due Date & Time

Submission of your response shall be received electronically not later than July 17, 2026, 11:00am, Eastern Time, at sascha.hertslet@va.gov.

Questions & Concerns

Any questions or concerns regarding this solicitation should be forwarded in writing via e-mail to the Point of Contact listed below no later than two business days before the Offer due date & time. No oral or telephonic questions will be entertained/accepted.

Site Visit

A site visit to RRVAMC and the additional sites like 1700 Mellwood Ave, Louisville, KY 40206 are to pre-scheduled and coordinated with the Government's contracting officer representative (COR), Timothy Hale, (502) 956-7513, email: Timothy.Hale2@va.gov. No unannounced or unscheduled site visit is permitted. Site visit should be completed no later than three business days before the offer due date & time.

Point of Contact

Sascha Hertslet, CFCM, contracting officer, NCO9, sascha.hertslet@va.gov, 615-225-6664.