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

1. REQUISITION NO.	PAGE 1 OF 23

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C77026Q0163	08-10-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Teresa Clark	913-758-9926	08-17-2026 3:00 PM CDT

9. ISSUED BY CODE 36C770

Department of Veterans Affairs
NCO 15 Contracting Office - CMOP
3450 S. 4th St. Trafficway
Leavenworth KS 66048-5012

10. THIS ACQUISITION IS
- [X] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 811310

SIZE STANDARD: $12.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
[ ] SEE SCHEDULE		[ ]	N/A

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

15. DELIVER TO CODE

Department of Veterans Affairs
Consolidated Mail Outpatient Pharmacy
VA CMOP Lancaster - 763
2962 S. Longhorn Drive
Lancaster TX 75134-2118

16. ADMINISTERED BY CODE 36C770

Department of Veterans Affairs
NCO 15 Contracting Office - CMOP
3450 S. 4th St. Trafficway
Leavenworth KS 66048-5012

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE _____

Department of Veterans Affairs
FSC
PO Box 149971
Austin TX 78714-8971

PHONE: FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Lancaster CMOP requires preventative maintenance services for its material handling equipment. Total period of performance is 09/14/2026 - 09/13/2031. Offeror shall comply with U.S. Department of Labor Wage Determination No: 2015-5227, Rev 28, issued 05-13-2026 Offerors must be registered in SAM.gov at the time quotes are submitted. POC for this RFQ is Teresa Clark, Teresa.Clark3@va.gov (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

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

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

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

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

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

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
		Nicholas Schulte Contracting Officer	

Table of Contents

SECTION B - CONTINUATION OF SF 1449 BLOCKS 3

B.1 CONTRACT ADMINISTRATION DATA 3
B.2 PRICE/COST SCHEDULE 4
ITEM INFORMATION 4
B.3 DELIVERY SCHEDULE 9

SECTION C - CONTRACT CLAUSES 10

C.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 10
C.2 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014) 10
C.3 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026) 10
C.4 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION) 11
C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 20

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS 22

SECTION E - SOLICITATION PROVISIONS 23

E.1 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION) 23
E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 23

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C770
Department of Veterans Affairs
NCO 15 Contracting Office - CMOP
3450 S. 4th St. Trafficway
Leavenworth, KS 66048-5012

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []
b. Semi-Annually []
c. Other [X] After completion of services

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests. The VA Financial Services Center (FSC) uses a third-party contractor, Tungsten, for electronic invoice submissions. Visit http://www.tungsten-network.com/US/en/veteransaffairs/ to register and submit e-Invoices. The VA Tungsten Number is: AAA544240062

For more information on the VA FSC, please visit http://www.fsc.va.gov/einvoice.asp
Tungsten e-Invoice Setup Information: 1-877-489-6135
Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
FSC e-Invoice Contact Information: 1-877-353-9791
FSC e-Invoice email: vafsccshd@va.gov

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		4.00	JB	_____	_____
	Quarterly preventative maintenance as described in PWS on the following equipment: 1. Toyota sit-down forklift Model: 7FBEU18 SN: 21272 2. Toyota sit-down forklift Model: #8FBCU25-COMP SN: 96117 3. Crown stand-up forklift Model: RC5745-40 SN: 11092224 4. Crown stand-up forklift Model: RC5745-40 SN: 11092129 5. Crown sit-down forklift Model: SC5725-35 SN: 10704447 6. JLG Industries scissor lift Model: ES1932 SN: ICES-001-NMB-001 7. Toyota pallet jack #23 Model: 7HBW23 SN: 45417 8. Toyota pallet jack #25 Model: 7HBW23 SN: 45410 Ordering Period: 1 POP Begin: 09-14-2026 POP End: 09-13-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J049 - Maintenance, Repair, and Rebuilding of Equipment - Maintenance and Repair Shop Equipment				
0002		1.00	JB	_____	_____
	Unscheduled maintenance includes emergency repairs and additional repairs outside scheduled preventive maintenance visits. Pricing will be determined once a repair quote is received and approved by the CO Ordering Period: 1 POP Begin: 09-14-2026 POP End: 09-13-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair				

and Maintenance
PRODUCT/SERVICE CODE: J049 - Maintenance, Repair, and Rebuilding of Equipment - Maintenance and Repair Shop Equipment

1001 4.00 JB _____ _____

Quarterly preventative maintenance as described in PWS on the following equipment:

1. Toyota sit-down forklift
   Model: 7FBEU18 SN: 21272

2. Toyota sit-down forklift
   Model: #8FBCU25-COMP SN: 96117

3. Crown stand-up forklift
   Model: RC5745-40 SN: 11092224

4. Crown stand-up forklift
   Model: RC5745-40 SN: 11092129

5. Crown sit-down forklift
   Model: SC5725-35 SN: 10704447

6. JLG Industries scissor lift
   Model: ES1932 SN: ICES-001-NMB-001

7. Toyota pallet jack #23
   Model: 7HBW23 SN: 45417

8. Toyota pallet jack #25
   Model: 7HBW23 SN: 45410

Ordering Period: 2
POP Begin: 09-14-2027
POP End: 09-13-2028
PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
PRODUCT/SERVICE CODE: J049 - Maintenance, Repair, and Rebuilding of Equipment - Maintenance and Repair Shop Equipment

1002 1.00 JB _____ _____

Unscheduled maintenance includes emergency repairs and additional repairs outside scheduled preventive maintenance visits. Pricing will be determined once a repair quote is received and approved by the CO

Ordering Period: 2
POP Begin: 09-14-2027
POP End: 09-13-2028
PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
PRODUCT/SERVICE CODE: J049 - Maintenance, Repair, and

Rebuilding of Equipment - Maintenance and Repair Shop Equipment

2001 4.00 JB _____ _____

Quarterly preventative maintenance as described in PWS on the following equipment:

1. Toyota sit-down forklift
   Model: 7FBEU18 SN: 21272

2. Toyota sit-down forklift
   Model: #8FBCU25-COMP SN: 96117

3. Crown stand-up forklift
   Model: RC5745-40 SN: 11092224

4. Crown stand-up forklift
   Model: RC5745-40 SN: 11092129

5. Crown sit-down forklift
   Model: SC5725-35 SN: 10704447

6. JLG Industries scissor lift
   Model: ES1932 SN: ICES-001-NMB-001

7. Toyota pallet jack #23
   Model: 7HBW23 SN: 45417

8. Toyota pallet jack #25
   Model: 7HBW23 SN: 45410

Ordering Period: 3
POP Begin: 09-14-2028
POP End: 09-13-2029
PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
PRODUCT/SERVICE CODE: J049 - Maintenance, Repair, and Rebuilding of Equipment - Maintenance and Repair Shop Equipment

2002 1.00 JB _____ _____

Unscheduled maintenance includes emergency repairs and additional repairs outside scheduled preventive maintenance visits. Pricing will be determined once a repair quote is received and approved by the CO

Ordering Period: 3
POP Begin: 09-14-2028
POP End: 09-13-2029
PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
PRODUCT/SERVICE CODE: J049 - Maintenance, Repair, and Rebuilding of Equipment - Maintenance and Repair Shop Equipment

3001	Quarterly preventative maintenance as described in PWS on the following equipment: 1. Toyota sit-down forklift Model: 7FBEU18 SN: 21272 2. Toyota sit-down forklift Model: #8FBCU25-COMP SN: 96117 3. Crown stand-up forklift Model: RC5745-40 SN: 11092224 4. Crown stand-up forklift Model: RC5745-40 SN: 11092129 5. Crown sit-down forklift Model: SC5725-35 SN: 10704447 6. JLG Industries scissor lift Model: ES1932 SN: ICES-001-NMB-001 7. Toyota pallet jack #23 Model: 7HBW23 SN: 45417 8. Toyota pallet jack #25 Model: 7HBW23 SN: 45410 Ordering Period: 4 POP Begin: 09-14-2029 POP End: 09-13-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J049 - Maintenance, Repair, and Rebuilding of Equipment - Maintenance and Repair Shop Equipment	4.00	JB	_____	_____
3002	Unscheduled maintenance includes emergency repairs and additional repairs outside scheduled preventive maintenance visits. Pricing will be determined once a repair quote is received and approved by the CO Ordering Period: 4 POP Begin: 09-14-2029 POP End: 09-13-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J049 - Maintenance, Repair, and Rebuilding of Equipment - Maintenance and Repair Shop Equipment	1.00	JB	_____	_____
4001	Quarterly preventative maintenance as described in PWS on the	4.00	JB	_____	_____

following equipment:

1. Toyota sit-down forklift
   Model: 7FBEU18 SN: 21272

2. Toyota sit-down forklift
   Model: #8FBCU25-COMP SN: 96117

3. Crown stand-up forklift
   Model: RC5745-40 SN: 11092224

4. Crown stand-up forklift
   Model: RC5745-40 SN: 11092129

5. Crown sit-down forklift
   Model: SC5725-35 SN: 10704447

6. JLG Industries scissor lift
   Model: ES1932 SN: ICES-001-NMB-001

7. Toyota pallet jack #23
   Model: 7HBW23 SN: 45417

8. Toyota pallet jack #25
   Model: 7HBW23 SN: 45410

Ordering Period: 5
POP Begin: 09-14-2030
POP End: 09-13-2031
PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
PRODUCT/SERVICE CODE: J049 - Maintenance, Repair, and Rebuilding of Equipment - Maintenance and Repair Shop Equipment

4002 1.00 JB _____ _____

Unscheduled maintenance includes emergency repairs and additional repairs outside scheduled preventive maintenance visits. Pricing will be determined once a repair quote is received and approved by the CO

Ordering Period: 5
POP Begin: 09-14-2030
POP End: 09-13-2031
PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
PRODUCT/SERVICE CODE: J049 - Maintenance, Repair, and Rebuilding of Equipment - Maintenance and Repair Shop Equipment

GRAND TOTAL _____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
ALL	SHIP TO:	VA CMOP Lancaster - 763 2962 S. Longhorn Dr. Lancaster, TX 75134 2118	All	Per Schedule
	MARK FOR:	William Byrd 972-228-6264 William.Byrd1@va.gov		

SECTION C - CONTRACT CLAUSES

C.1 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 7 days.

(End of Clause)

C.2 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 Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Machinery Maintenance Mechanic (SCLS 23530)	$30.23/hr

(End of Clause)

C.3 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.4 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part

of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

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

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

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

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

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

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

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

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

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

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

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

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

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

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

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report

the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph

(h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

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

(i) *New FASCSA orders report*.

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

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

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

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

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

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

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

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

C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text

available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_1

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

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	OCT 2025
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (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 2004
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: PWS Lancaster MHE PM.

See attached document: 763 Lancaster WD 2015-5227 Rev 28 05-13-2026

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

A Lowest Price Technically Acceptable (LPTA) evaluation will be used to award the contract. The Government intends to award without discussions with the respective offerors. Therefore, the Offeror's quote should include the best terms both in price and technical aspects. However, the Government reserves the right to conduct discussions if it is in its best interest.

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

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_1

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

FAR Number	Title	Date
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	OCT 2025
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025