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

1. REQUISITION NO. 635-26-3-1515-0167



2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C24W26Q0233

6. SOLICITATION ISSUE DATE: 08-11-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Danita Webster

b. TELEPHONE NO. (No Collect Calls): (469)797-2140

8. OFFER DUE DATE/LOCAL TIME: 08-18-2026 11:00 CDT

9. ISSUED BY — CODE 36C24W

Department of Veterans Affairs
Regional Procurement Office West (RPOW)
3237 Peacekeeper Way
Building 200 Suite 204
McClellan Park CA 95652

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR
- [X] SET ASIDE: 100 % FOR:
- [X] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 339112

SIZE STANDARD: 1000 Employees

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

12. DISCOUNT TERMS: Net 30

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

13b. RATING: N/A

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

15. DELIVER TO — CODE 36C259

Department of Veterans Affairs
VA Health Care System Oklahoma City
OR & SICU Department
921 NE 13th Street
Oklahoma City OK 73104

16. ADMINISTERED BY — CODE 36C24W

Department of Veterans Affairs
Regional Procurement Office West (RPOW)
3237 Peacekeeper Way
Building 200 Suite 204
McClellan Park CA 95652

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

This is accomplished through the
Tungsten Network located at
https:// www. fsc.va.gov/einvoice.asp
This is the mandatory and sole method
for submitting the invoice

PHONE: (877)-353-9791 FAX: (512) 460-5540

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 Contractor is to provide 31 Blanket Warming Systems. See Statement of Work B.2 for the Salient Characteristics.<br><br>All questions shall be submitted by Thursday, 13 August 2026. 11AM CST. to danita.webster1@va.gov<br><br>All quotes shall be submitted by Tuesday,18 August 2026 11AM CST. to danita.webster1@va.gov<br><br>Only distributors that have an authorized distribution letter from Solventum, currently known as 3M Healthcare US OPCO LLC can provide a quote for this procurement.<br><br>FAR 52.225-2 BUY AMERICAN CERTIFICATE MUST BE FILLED OUT AND SUBMITTED WITH THE QUOTE IN ORDER TO BE CONSIDERED FOR AWARD.<br><br>(Use Reverse and/or Attach Additional Sheets as Necessary) | | | | |

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

- [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): Robert M. Clark Jr. Contracting Officer

31c. DATE SIGNED

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# SECTION B - CONTINUATION OF SF 1449 BLOCKS

## B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C24W Robert M. Clark Jr.
Department of Veterans Affairs
Regional Procurement Office West (RPOW)
3237 Peacekeeper Way
Building 200 Suite 204
McClellan Park, CA 95652

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] Upon receipt, inspection, acceptance of goods

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

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

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

## B.2 STATEMENT OF WORK

### 1.0 Introduction

This Statement of Work (SOW) defines the requirements of the Oklahoma City – OR & SICU Renovation in establishing a fixed-priced order for Blood warmer and Warming Units.

### 1.1 Background

Oklahoma City – OR & SICU Renovation requires Blood warmer and Warming Units to outfit the new facility.

### 1.2 Scope

The scope of this purchase order is to ensure the products provided must meet or exceed the specifications laid out in these sections for the Oklahoma City – OR & SICU Renovation. Contractors will furnish all requirements. Estimated delivery dates are August 31st, 2026 – September 21st, 2026. Specific installation dates will be defined upon award.

The delivery schedule is based upon the current construction schedule, which is subject to change. The vendor will not increase prices for a change in delivery date due to construction delays. The awardees actual delivery dates will be confirmed by VA upon award.

### 2.0 General Requirement

All equipment to be supplied under the specifications will be the newest and the most current model of a standard product of a manufacturer of record. A manufacturer of record is defined as a company whose main occupation is the manufacture for sale of the items of equipment and which:

a. Maintains a factory production line.
b. Maintains a stock of replacement parts for the item.
c. Maintains engineering drawings, specifications, operating manuals and maintenance manuals.
d. Has published and distributed descriptive literature and equipment specifications on the equipment.

Any equipment or service, as applicable, must be in compliance with the Memorandum dated March 6th, 2025, Subject: Electronic Health Record Modernization Standardization (VIEWS 12862405).

The contractor must ensure that all equipment, materials, and components provided under this contract comply with the Buy American Act requirements.
Upon award:

a. Activations PM will contact the contractor regarding specific delivery and installation dates to coordinate with other services.

**Requirements:**

| | Description/Part Number* | Qty |
|---|---|---|
| Model 77500 | 3M Bair Hugger Warming Unit, Patient, Automatic/Manual, Air | 7 |
| Model 875 | 3M Bair Paws Warming Unit, Patient, Automatic/Manual, Air, W/M | 12 |
| Model 245 | 3M Ranger Warmer, Blood / Fluid | 1 |

**Specifications:**

1. Model 77500 3M Bair Hugger - Warming Unit, Patient, Automatic/Manual, Air
    a. Automatic/manual patient warming unit.
    b. Unit delivers a flow of warm air through a perforated plastic blanket.
    c. Used primarily for postoperative patients to speed recovery of normal body temperature.
    d. Weight-16 lb (7.3 kg)
    e. Operating Temperatures-High: 43° ± 1.5°C (109.4° ± 2.7°F)
    f. Med: 38° ± 1.5°C (100.4° ± 2.7°F)
    g. Low: 32° ± 1.5°C (89.6° ± 2.7°F)
    h. Ambient: (Room Temperature)
    i. Fan Speeds and Relative Noise-High Fan Setting: 37 CFM (17.5 L/s) 53 dBA
    j. Low Fan Setting: 32 CFM (15.1 L/s) 48 dBA
    k. Leakage Current-Meets UL 60601-1 and IEC 60601-1 requirements.
    l. CAN/CSA-C22.2, No. 601.1
    m. Safety Systems-Audible and visual alarms;
    n. Over-temperature 56°C, 53°C ± 3°C typical
    o. Filter-High-efficiency 0.2 µm filter
    p. Device Ratings-110-120 VAC, 50/60 Hz, 11.7 Amperes
    q. 220-240 VAC, 50/60 Hz, 7.2 Amperes
    r. 100 VAC, 50/60 Hz, 14.5 Amperes
    s. Compatibility-Use only with Bair Hugger blankets and Bair Paws gowns
    t. Accessories require: Rolling cart, bed rail mount, accessory handle and tethered clip.
2. Model 875 3M Bair Paws- Warming Unit, Patient, Automatic/Manual, Air, Patient Controlled
    a. General Description
        i. System will be a patient warming gown system utilizing forced-air warming technology to help maintain normothermia.
        ii. Intended for use in preoperative, intraoperative, and postoperative settings.

iii. Will function as both a warming device and patient gown to reduce the need for multiple products.

b. Design and Construction
   i. Gowns must be constructed of soft, lightweight, breathable, and latex-free material suitable for patient comfort.
   ii. Must provide full-body coverage, including torso and lower body, while maintaining patient dignity.
   iii. Will incorporate integrated air delivery channels to distribute warm air evenly across the patient.
   iv. Must support multi-position use, including supine and seated positions.

c. Dual Functionality
   i. Must function as both:
      1. A warming gown, and
      2. A standard patient gown when not actively connected to a warming unit.
   ii. Will allow patients to ambulate safely when disconnected from the warming unit.

d. Warming Performance
   i. Must be compatible with forced-air warming units capable of delivering controlled, consistent temperature airflow.
   ii. Will distribute warm air evenly to minimize temperature variation and prevent hot spots.
   iii. Must support upper body, lower body, or full body warming configurations.

e. Hose Connection System
   i. Must include a secure hose connection port that:
      1. Allows quick and intuitive connection/disconnection
      2. Minimizes heat loss during operation
   ii. Connection design will support clinician efficiency and reduce setup time.

f. Patient Access and Clinical Functionality
   i. Will allow easy access for clinical procedures, including:
      1. IV lines
      2. Monitoring leads
      3. Surgical site access
   ii. Must include adjustable closures (ties, snaps, or hook-and-loop) to accommodate varying patient sizes.
   iii. Will allow access to openings or tear-away features without compromising warming capability.
   iv. Personalized comfort as patients controls the unit's airflow and temperature (ambient to 43°C)

3. Model 245 3M Ranger - Warmer, Blood / Fluid

a. System must be a blood and fluid warming device designed to safely warm intravenous fluids and blood products prior to patient administration.
b. Must be suitable for use in operating rooms, emergency departments, intensive care units, and trauma settings.
c. Must warm fluids to a target temperature approximating normothermia (~37°C / 98.6°F).
d. Must provide rapid warming capability for high-flow and low-flow infusion rates.
e. Must maintain consistent outlet temperature across varying flow rates.
f. Will support a wide range of flow rates, including:
    i. Low flow (KVO rates)
    ii. High flow (rapid infusion/trauma scenarios)
g. Must maintain effective warming performance without significant temperature drop at higher flow rates.
h. May utilize single-use, disposable warming sets or cassettes to ensure infection control.
i. Disposable sets will:
    i. Be sterile and individually packaged
    ii. Provide efficient heat transfer
    iii. Be easy to install and remove
j. System must prevent use without a properly installed disposable set.
k. Must include integrated temperature sensors to monitor fluid temperature.
l. Will provide automatic temperature regulation to prevent overheating.
m. Will include visual and/or audible indicators confirming operational status.
n. Must include over-temperature protection mechanisms that automatically shut off or alarm if unsafe temperatures are detected.
o. Will provide air detection or safeguards to minimize risk of air embolism (if applicable to system design).
p. Must meet electrical safety standards for medical devices (e.g., IEC 60601-1 or equivalent).
q. Will be latex-free.
r. Must feature a simple, intuitive user interface requiring minimal training.
s. Must allow quick setup and operation in urgent clinical situations.
t. Will include clear status indicators (e.g., ready, warming, alarm conditions).
u. Must operate on 120V AC power compatible with standard U.S. hospital electrical systems.
v. Must include appropriate power cord and hospital-grade plug.
w. Must be compact and lightweight, suitable for mounting on:
    i. IV poles
    ii. Equipment stands
x. Will not obstruct clinical workflow or patient access.
y. Must be designed for easy cleaning and disinfection between uses.

**3.0 Work Hours:**

Normal business hours are 8:00 AM to 4:30 PM Monday thru Friday, excluding Federal Holidays. Work completed outside of this time must be requested through the Point of Contact.

The Government recognized US holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the holiday falls on Sunday, it is observed on Monday.

**4.0 Delivery and Receiving:**

Delivery and receipt of the proposed items is anticipated to be directed to the location identified below. Confirmation of delivery location will be provided by the VA POC post-award. Delivery must be coordinated with POC prior to any attempts at delivery. Any item that has not been coordinated will be turned away and any additional charges will be the responsibility of the sender/transportation company.

Delivery must be freight on board (FOB) – Destination.

Delivery Address:
Oklahoma City – OR & SICU Renovation
C/o Ace Moving
8120 Mid America Business Park
Bldg. 3, STE #500
OKC, OK 73135

Installation Address:
Oklahoma City – OR & SICU Renovation
921 NE 13th Street
Oklahoma City, OK 73104

**5.0 Period of Performance:**

The period of performance will be from August 31st, 2026, to September 21st, 2026, allowing the vendor 45 days to deliver the product to each listed location after award.

**6.0 Installation**

The contractor will be responsible for the installation, performance verification, and validation of the equipment with a VA Activations member who will accept the equipment.

All requested products must be completely manufactured as specified and delivered to the respective delivery locations as described above.

White-glove installation will be included for all products provided under this award.

Install the software on one Government-owned desktop or laptop computer, the program and software package used to add, delete, and edit items stored in the bins/platforms to manage inventory items and levels at each designated facility. Install software on one government-owned laptop computer for system setup and installation. Install and prepare a Government-owned server to transmit information between the Contractor and the Government for the maintenance and monitoring of equipment in use.

**7.0 Warranty and Support:**

The contractor will provide a manufacture's one-year, free replacement warranty on units with normal wear and tear, including free return shipping, from date of delivery.

**8.0 Use of Premises**

If during the performance of this contract, work will be carried out on Oklahoma City – OR & SICU Renovation premises, the vendor must perform all work in such a manner that will cause a minimum interference with operations and the operations of other contractors on the premises.

The vendor will communicate through the VA POC any required coordination requirements with the General Construction contractor prior to and during delivery and installation activities.

The project may be an active construction site during delivery and installation. The vendor will take all necessary precautions to protect the premises and all persons and property therein from damage or injury. The vendor will assume responsibility for taking precautions for the vendor's (and associated subcontractors') employees, agents, licensees, and permittees. The vendor will abide by any safety requirements imposed by the GC (e.g. hard hats, safety vests).

**9.0 GOVERNMENT AND CONTRACTOR RESPONSIBILITIES**

VA will provide the contractor with copies of documents that the VA is required to provide.

The contractor will request other VA documentation deemed pertinent to the work accomplishment directly from the COR. The contractor is expected to use common knowledge and resourcefulness in securing all other reference materials, standard industry publications, and related materials that are pertinent to the work.

The contractor will maintain frequent communications with the Program Office and the COR to conduct work in progress reviews if necessary. Progress reports will be delivered electronically to the COR, with an electronic courtesy copy to the activations PM.

The contractor assumes full responsibility for the delivery of the goods and will assume all the duties, responsibilities and obligations associated with the prime contractor.

The contractor assumes liability for its subcontractors and must ensure that its subcontractors comply in all respect with the relevant terms of this agreement to the extent that it or they are retained by the Contractor.

The contractor must deliver the goods to the Oklahoma City – OR & SICU Renovation locations listed in section 4.0 Delivery Requirements.

## B.3 PRICE/COST SCHEDULE

### ITEM INFORMATION

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| **0001** | 77500 WARM UNIT 120V-ENG-B, 1/EA<br>PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing<br>PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies | 7.00 | EA | _____ | _____ |
| **0002** | 87500 ADJ WARM UNIT 120V-ENG-B, 1/EA<br>PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing<br>PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies | 12.00 | EA | _____ | _____ |
| **0003** | 24500 WARM UNIT 120V-ENG-B, 1/EA<br>PRINCIPAL NAICS CODE: 339112 - Surgical and Medical Instrument Manufacturing<br>PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies | 1.00 | EA | _____ | _____ |
| | | | | **GRAND TOTAL** | _____ |

## B.4 DELIVERY SCHEDULE

| ITEM NUMBER | SHIPPING INFORMATION | | QUANTITY | DELIVERY DATE |
|---|---|---|---|---|
| **0001-003** | SHIP TO: | Oklahoma City – OR & SICU Renovation C/o Ace Moving 8120 Mid America Business Park Bldg. 3, STE #500 Oklahoma City, OK 73135 USA | ALL | 60 Days ARO |
| | MARK FOR: | TBD | | |
| | FOB: | DESTINATION | | |

# SECTION C - CONTRACT CLAUSES

| | | |
|---|---|---|
| 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION) ALTERNATE I (OCT 2025) | OCT 2025 |

## C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

| FAR Number | Title | Date |
|---|---|---|
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS | NOV 2023 |
| 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS | JAN 2017 |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION) | NOV 2025 |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | NOV 2015 |
| 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION) ALTERNATE I (NOV 2025) | NOV 2025 |
| 52.219-33 | NONMANUFACTURER RULE (DEVIATION) | NOV 2025 |
| 52.222-3 | CONVICT LABOR (DEVIATION) | NOV 2025 |
| 52.222-19 | CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION) | MAR 2026 |
| 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION) | NOV 2025 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (DEVIATION) | NOV 2025 |
| 52.225-1 | BUY AMERICAN-SUPPLIES (OCT 2022) (DEVIATION) | NOV 2025 |
| 52.226-8 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | MAY 2024 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | MAR 2023 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION) | APR 2026 |
| 852.201-70 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC 2022 |
| 852.203-70 | COMMERCIAL ADVERTISING | MAY 2018 |
| 852.212-71 | GRAY MARKET AND COUNTERFEIT ITEMS | FEB 2023 |
| 852.232-72 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | NOV 2018 |
| 852.242-71 | ADMINISTRATIVE CONTRACTING OFFICER | OCT 2020 |
| 852.246-71 | REJECTED GOODS | OCT 2018 |

(End of Addendum to 52.212-4)

## C.2 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)

# SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

## D.1 52.225-2 BUY AMERICAN CERTIFICATE (OCT 2022)

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

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

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

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

(b) Foreign End Products:

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

[*List as necessary*]

(c) Domestic end products containing a critical component:

| Line Item No. |
|---|
| |
| |
| |

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of Provision)

# SECTION E - SOLICITATION PROVISIONS

| FAR Number | Title | Date |
|---|---|---|
| 52.212-1 | INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION) | OCT 2025 |

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

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

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

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

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

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

(End of Provision)

| FAR Number | Title | Date |
|---|---|---|
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION) | NOV 2025 |
| 852.215-72 | NOTICE OF INTENT TO RE-SOLICIT | OCT 2019 |
| 852.223-70 | INSTRUCTIONS TO OFFERORS—SUSTAINABLE ACQUISITION PLAN | SEP 2019 |

(End of Addendum to 52.212-1)

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

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

**FACTOR 1: Technical Capability** – Offerors must provide technical capability information at a minimum as stated in the Quote Submission Instructions that shows the offeror's ability to provide the products described in section B.2 PRODUCT of the Statement of Work. Failure to provide technical capability information or lack of information for the Government to make an adequate determination will result in removal from further consideration for award.

**FACTOR 2: Price** - Prices will be evaluated for reasonableness, completeness, and fairness. Unreasonable prices may be grounds for eliminating an offeror from competition. Offerors are cautioned to submit sufficient information and, in the format, specified in the Addendum to 52.212-1 Instruction to Offerors section. Offerors may be asked to clarify certain aspects of their quote (for example, the relevance of past performance information) or respond to adverse past performance information to which the offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Communication conducted to Resolving minor or clerical errors will not constitute discussions and the contracting office reserves the right to award a contract without the opportunity for quote revision.

**FACTOR 3: PAST Performance**- CPARS will be evaluated no CPARS information will result in a neutral rating.

(b) Neither a quotation nor the purchase order issued by the Government in response to the quotation form a binding contract. The purchase order is the Government's offer to a supplier to buy certain products or services upon specified terms and conditions.

(c) A binding contract is formed when the supplier accepts the Governments offer, either by written acceptance of the of the purchase order or substantial performance of the purchase order. The contracting officer may request that the contractor provide written acceptance of the order.

### E.3 BASIS FOR AWARD

This is a competitive best value selection using Comparative Analysis evaluation procedures in accordance with FAR 12.203 (a) where:

1) Quotations will be compared to one another to determine which provides the best benefit to the Government.

2) The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s).

3) Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation.

4) By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements as listed within the SOW. Failure to meet a requirement or inability to perform or provide all services requested shall result in an offer being removed from further consideration.

5) Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The evaluation process shall proceed as follows - Following receipt of quotes, the Government will perform a comparative analysis of the services quoted. The Government will compare quotes to one another to select the products that best benefit the Government in fulfilling the requirement. The evaluation of Government requirements outlined in this Request for Quote will determine suitability.

(End of Provision)

## E.3 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION) ALTERNATE II (NOV 2025)

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

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

*HUBZone small business concern* means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

*Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program* means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

*Small business concern*—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

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

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

(b)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

| NAICS Code | Size Standard |
|---|---|
| | |
| | |
| | |

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

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

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

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

(c) *Representations*.

(1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

| NAICS Code | Small Business Concern (yes/no) |
|---|---|
| | |
| | |
| | |

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

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(6) *HUBZone joint venture eligible under the HUBZone Program*. [*Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice*.

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

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

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

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

(End of Provision)

## E.4 VAAR 852.225-71 MADE IN AMERICA CERTIFICATE–PPE (MAY 2026) (DEVIATION)

(a)(1) The Offeror certifies that each item of PPE is either domestic, foreign-made domestic, or foreign.

(2) The terms “domestic PPE,” “foreign-made domestic PPE,” foreign PPE,” and “PPE,” are defined in the clause of this solicitation entitled “Made in America—PPE”.

(3) The Offeror understands that the Buy American Act or Trade Agreement Act will be applicable if neither domestic PPE nor foreign made domestic PPE is available or is of unreasonable cost.

(b) The Offeror must list all offered PPE in the table and indicate the category of PPE (domestic, foreign-made domestic, or foreign).

| Line Item No. | Country of Origin | Domestic PPE, Foreign-made Domestic PPE, Foreign PPE |
|---|---|---|
| | | |
| | | |
| | | |

(c) In the event the Department of Veterans Affairs determines both domestic personal protective equipment and foreign-made domestic personal protective equipment are not available due to nonavailability or unreasonable cost, the Contractor shall comply with the clauses at Federal Acquisition Regulation (FAR) 52.225-1 Buy American – Supplies or 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act and the provisions at FAR 52.225-2 Buy American Certificate or 52.225-4 Buy American – Free Trade Agreements – Israeli Trade Act Certificate or the clause at FAR 52.225-5 Trade Agreements and the provision at FAR 52.225-6 Trade Agreements Certificate, as identified in the solicitation.

(End of Provision)

## E.5 VAAR 852.273-70 LATE OFFERS (NOV 2021)

This provision replaces paragraph (f) of FAR provision 52.212–1, Instructions to Offerors—Commercial Items. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the Contracting

Officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)