SUBJECT* RFQ - Nutrition & Foodservice (NFS) Cook-Serve Conversion Equipment/Installation

GENERAL INFORMATION

CONTRACTING OFFICE'S ZIP CODE*	77056-5643
SOLICITATION NUMBER*	36C25626Q1127
TECHNICAL SITE VISIT DATE/TIME/ZONE	08-19-2026 1:00pm CENTRAL TIME, CHICAGO, USA
QUESTION DATE/TIME/ZONE	08-21-2026 1:00pm CENTRAL TIME, CHICAGO, USA
RESPONSE DATE/TIME/ZONE	08-27-2026 1:00pm CENTRAL TIME, CHICAGO, USA
ARCHIVE	1 DAYS AFTER THE RESPONSE DATE
RECOVERY ACT FUNDS	N
SET-ASIDE	SDVOSBC
PRODUCT SERVICE CODE*	7320
NAICS CODE*	333241 Primary
CONTRACTING OFFICE ADDRESS	Department of Veterans Affairs Network Contracting Office 16 Galleria Financial Center 5075 Westheimer Road, Suite 750 Houston TX 77056-5643
POINT OF CONTACT*	Contracting Officer Shasta Britt shasta.britt@va.gov

PLACE OF PERFORMANCE

ADDRESS	Department of Veterans Affairs Michael E. DeBakey VA Medical Center MEDVAMC 2002 Holcombe Blvd Houston TX
POSTAL CODE	77030-4211
COUNTRY	USA

ADDITIONAL INFORMATION

AGENCY'S URL	https://www.va.gov
URL DESCRIPTION	Department of Veterans Affairs
AGENCY CONTACT'S EMAIL ADDRESS	shasta.britt@va.gov
EMAIL DESCRIPTION	36C25626Q1127-RFQ Response-Vendor Name

DESCRIPTION

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Offers are being requested, and a separate written solicitation will not be issued.

Solicitation number is issued as a request for quotation (RFQ) for Nutrition & Foodservice (NFS) Cook-Serve Conversion Equipment/Installation.

This acquisition is set-aside for Service Disable Veteran-Owned Small Business (SDVOSB) concerns. The solicitation documents and incorporated provisions and clauses are those in effect through Revolutionary FAR Overhaul (RFO) (eff. 03/16/2026), FAC 2026-01 (eff. 03/13/2026), FAR Deviation APR 2026 (eff. 04/23/2026), VAAR DEVIATION MAY 2026 (eff. 05/12/2026), VAAM Alert 26-01 (eff. 10/01/2025), and Acquisition Policy Flash 26-30 eff. 05/12/2026). This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

Contractors are required to be actively registered in the System for Award Management (SAM) and certified with the Small Business administrative (SBA) Dynamic Small Business Search (DSBS) as a Service-Disable Veteran-Owned Small Business (SDVOSB). Vendor quote may be considered non-compliant and rejected if the Contracting Officer is unable to verify registration and SDVOSB certification status.

Primary NAICS Code: 333241 – This NAICS code represents the principal purpose of the acquisition, which is the purchase and installation of commercial food-service machinery and trayline equipment.

Secondary Acceptable NAICS Codes: The following NAICS codes are acceptable for portions of the work described in the Statement of Work. These secondary NAICS codes do not replace the primary NAICS, and do not control size-standard eligibility, but reflect the mixed nature of the installation, utility, and facility tasks required.

- 238220 – Used for plumbing/drain connections, water line installation, and related mechanical utility work.
- 238210 – Used for electrical demo, breaker installation, conduit/wiring, J-box installation, and equipment hookups.
- 333415 – Applicable to the procurement and installation of air-curtain refrigerators and related refrigeration equipment.
- 423440 – Serve primarily as wholesalers/distributors of commercial kitchen equipment.
- 561210 – Applicable for turnkey facility modification support including removal/disposal of equipment, cleaning, and integrated installation.

The Michael E. DeBakey VA Medical Center (MEDVAMC), 2002 Holcombe Blvd, Houston, Texas 77030 is seeking to purchase the requirements described above and within this announcement, RFQ attachment. The government expects this announcement to result in a Firm-Fixed Price Single-Award contract.

See attached RFQ for the details…

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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 individual:
    a. CONTRACTOR: Company Name:
    ATTN/POC Name:
    Address:
    Phone:
    Email:
    UEI:
    Contract# (if applicable):

    b. GOVERNMENT: Contracting Officer 36C256
    Department of Veterans Affairs
    Network Contracting Office 16
    Galleria Financial Center
    5075 Westheimer Road, Suite 750
    Houston TX 77056-5643

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:
    a. 52.232-33 Payment by Electronic Funds Transfer - System for Award Management through TUNGSTEN

3. INVOICES: Invoices shall be submitted in arrears:
    a. Other: Upon receipt and acceptance by the Government

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. http://www.fsc.va.gov/fsc/einvoice.asp

5. **Offeror shall complete the following located in Sections B thru E of this solicitation to be deemed eligible:**
    a. Volume I:
        a. Section B- CONTRACT ADMINISTRATION DATA, CONTRACTOR contact information.
        b. Section C- 852.219-76 (SIGNED)
        c. Submission of manufacturer's authorized distributor letter, warranty, past performance, and specifications summarized in this RFQ and SOW.
    b. Volume II:
        a. Section B- PRICE/COST SCHEDULE.

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

AMENDMENT NO	DATE

(End of Contract Administration Data)

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM #	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	TQC, 2 tray, 1 door, 20 capacity drain aethon base. Uncrate and removal all packing materials. Removal from VA property of seventy-five (75) Burlodge Model No. BLPOS.000 Pod Transport Carts Floor drain, one drain per door required Aethon compatible based added to carts during manufacturing Contract Period: Base POP Begin: 09-21-2026 POP End: 10-20-2026 PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances LOCAL STOCK NUMBER: DXPTC2T1D202	75.00	EA	_____	_____
0002	Beverage Counter, two drains, open understorage Contract Period: Base POP Begin: 09-21-2026 POP End: 10-20-2026 PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances LOCAL STOCK NUMBER: DXP3CUDX2895	2.00	EA	_____	_____
0003	Mobile Plate and Dish Dispenser (Colossus Heated Plate Dispenser, mobile, convection, (2) self-leveling adjustable cylinders, accommodates (75) 10-1/4" dia. china plates per silo, adjustable digital thermostat, thermostatic controls maintain plates at 180?F, 75 - 90 minute heating time, (2) soft-close hinged lids, fully insulated top & sides, stainless steel dispenser mechanisms with adjustable springs, push handle, heavy duty 304 stainless steel exterior, enclosed base, corner bumpers, (4) 5" swivel plate casters (2 with brakes), dual voltage, operates at 208v/60/1-ph, 3200 watts (15 amps), or 240v/60/1-ph, 3000 watts (13.3 amps), cord, NEMA 6-20P) Contract Period: Base POP Begin: 09-21-2026 POP End: 10-20-2026 PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances LOCAL STOCK NUMBER: DXPSBH2P	2.00	EA	_____	_____
0004		2.00	EA	_____	_____

	Serving Counter, Ice Cream. DineXpressT Serving Counter, Ice Cream, 32"L x 36"H, mobile modular, (2) hinged stainless steel lids, 6 gallon capacity, stainless steel top & legs & body panels, with 5" casters, 1/4 hp, UL, NSF. 120v/60/1ph, 5.0amps Contract Period: Base POP Begin: 09-21-2026 POP End: 10-20-2026 PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances LOCAL STOCK NUMBER: DXP2ICF				
0005	Work Center.Mini Starter WorkStation, 30"W x 24"D, 14 gauge/304 stainless steel top, full marine edge, under brace hat channels, 2 cantilever overshelves, open 16 gauge/304 stainless steel undershelf, fully welded tubing 16 gauge/304 stainless steel legs, 4" swivel polyurethane casters, 2 with brakes, No. 4 finish, CSA Contract Period: Base POP Begin: 09-21-2026 POP End: 10-20-2026 PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances LOCAL STOCK NUMBER: DXPICTABLEMSS	2.00	EA	_____	_____
0006	Air Curtain Refrigerator. ACR Air Curtain Refrigerator, one-section, horizontal and vertical airflow, bottom mount self-contained refrigeration, accommodates (15) 18" x 26" or (30) 14" x 18" trays, stainless steel tray slides, LED display, right-hinged stainless steel door, rear- mounted tubular push handle with donut bumper, non-marking corner bumpers, (4) 5" casters with brakes, stainless steel, 1/2 HP, 120v/60/1-ph, 16 amps, NEMA-5-20P, Made in USA Contract Period: Base POP Begin: 09-21-2026 POP End: 10-20-2026 PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances LOCAL STOCK NUMBER: DXPACR15RSD	2.00	EA	_____	_____
0007	Air Curtain Refrigerator. ACR Air Curtain Refrigerator, one-section, horizontal and vertical airflow, bottom mount self-contained refrigeration, accommodates (15) 18" x 26" or (30) 14" x 18" trays, stainless steel tray slides, LED display, left-	2.00	EA	_____	_____

hinged stainless steel door, rear- mounted tubular push handle with donut bumper, non-marking corner bumpers, (4) 5" casters with brakes, stainless steel, 1/2 HP, 120v/60/1-ph, 16 amps, NEMA-5-20P, Made in USA
Contract Period: Base
POP Begin: 09-21-2026
POP End: 10-20-2026
PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing
PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances
LOCAL STOCK NUMBER: DXPACR15LSD

0008 2.00 EA _____ _____

DINEX Custom Model No. DXIESR12DX2895 or equivalent. Work table 30x60, 2 drop down shelves 2, 4 bin with 2" diameter PVC rollers, width of line 15 ", 14 GA s/s construction, stationary undershelf, adjustable bullet-shaped feet.
Contract Period: Base
POP Begin: 09-21-2026
POP End: 10-20-2026
PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing
PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances
LOCAL STOCK NUMBER: DXIESR12DX2895

0009 2.00 EA _____ _____

Hot food serving counter/table. DineXpressT Hot Food Unit, 88"L x 36"H, (6) wells with 1000w element with thermostatically controlled each, mobile, modular design with interlocking mechanism, 14 gauge stainless steel top, 20 gauge stainless steel front & end panels, 18 gauge stainless steel bottom shelf, manifold drains standard, 5" swivel plate casters (2 with brakes), 6kW, NSF, UL. 208v/60/1-ph, 28.8 amps, 6000 watts, NEMA 6-50P. Manifold drains, standard.
Contract Period: Base
POP Begin: 09-21-2026
POP End: 10-20-2026
PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing
PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances
LOCAL STOCK NUMBER: DXP6HF

0010 2.00 EA _____ _____

Automatic water fill
Contract Period: Base
POP Begin: 09-21-2026
POP End: 10-20-2026
PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing

PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances
LOCAL STOCK NUMBER: DXPAUTOFILL

0011 2.00 EA _____ _____

Duplex Outlet, 120V for DineXpress system
Contract Period: Base
POP Begin: 09-21-2026
POP End: 10-20-2026
PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing
PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances
LOCAL STOCK NUMBER: DXPDOUT

0012 2.00 EA _____ _____

Trayslide for DineXpressT system, 12" solid flat, heavy gauge stainless steel, for (6) openings - 88"W
Contract Period: Base
POP Begin: 09-21-2026
POP End: 10-20-2026
PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing
PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances
LOCAL STOCK NUMBER: DXPSFTS126

0013 2.00 EA _____ _____

Overhead Shelf, double, heated top & bottom shelf, for DineXpressT 6-well food counters
Contract Period: Base
POP Begin: 09-21-2026
POP End: 10-20-2026
PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing
PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances
LOCAL STOCK NUMBER: DXPDOHS2H6

0014 4.00 EA _____ _____

Induction Charger, for heated bases
Contract Period: Base
POP Begin: 09-21-2026
POP End: 10-20-2026
PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing
PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances
LOCAL STOCK NUMBER: DX2011208

0015 4.00 EA _____ _____

Traulsen Roll In-Heated Cabinet.Spec-Line Heated Cabinet, Roll-in, two-section, stainless steel exterior and interior,

	standard depth cabinet, full-height doors, accepts 72" high rack (by others) with microprocessor controls, cULus, NSF.208-230/115v/60/1-ph, 15.5 amps, 3000 watts, direct, standard. Door hinging to be determine. 6-year parts & labor, standard. Contract Period: Base POP Begin: 09-21-2026 POP End: 10-20-2026 PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances LOCAL STOCK NUMBER: RIH232H-FHS				
0016	Custom Freight Contract Period: Base POP Begin: 09-21-2026 POP End: 10-20-2026 PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances LOCAL STOCK NUMBER: Service	1.00	EA	_____	_____
0017	Installation of new equipment and removal of old equipment per the terms and SOW of this contract. Contract Period: Base POP Begin: 09-21-2026 POP End: 10-20-2026 PRINCIPAL NAICS CODE: 333241 - Food Product Machinery Manufacturing PRODUCT/SERVICE CODE: 7320 - Kitchen Equipment and Appliances LOCAL STOCK NUMBER: Service	1.00	EA	_____	_____
				GRAND TOTAL	_____

Price is a firm-fixed price (FFP) agreement and may not be changed. After the final invoice is paid, any surplus resulting from necessary requirements at the end of the performance term will be released back to the VA.

The Contractor shall provide all personnel, supervision, management, materials, equipment, storage, and services necessary to perform the work described in this Solicitation for a single FFP contract. This FFP shall be all inclusive and shall include, at a minimum, all direct labor, staff hourly compensation, fringe benefits, overhead, general and administrative expenses, profit, and any other costs necessary to fully perform the required services. No separate or additional payment will be made for labor hours, overhead, or profit beyond the FFP, except as expressly authorized by a duly executed contract modification. No additional charges outside of

the FFP will be accepted. Any attempts to bill the agency for costs outside of the agreed-upon price will be rejected.

Price Evaluation of Options: The Government will evaluate all option clauses using prices submitted, or, if no separate pricing is submitted, using rates then in effect for the final scheduled performance period. These evaluated option amounts will be added to the total evaluated price but do not obligate the Government to exercise the options.

1. FAR 52.217-6 (Option for Increased Quantity). Incorporated. For evaluation purposes, the Government may include the potential quantity increase stated in the solicitation. Where the clause permits the Government to order additional quantities at the unit price of the CLIN, the Government may evaluate the maximum possible quantity increase by applying the offered unit price(s) to the maximum quantities identified. Evaluation of this option does not obligate the Government to order additional quantities.

2. FAR 52.217-7 (Option for Increased Quantity—Separately Priced Line Item). Incorporated. When optional quantities are established as separately priced line items, the Government will evaluate the price of each such CLIN by adding the offered option CLIN price(s) to the total evaluated price. The Government's evaluation of these separately priced optional quantities does not obligate the Government to exercise the option items.

B.3 DELIVERY SCHEDULE

Contract shall be issued IAW terms as follows:

- 30days After Receipt of Order (ARO) Supplies. 09/21/2026-10/20/2026.
- One-year warranty coverage for all equipment shall begin upon final completion of installation and Government acceptance. If installation and acceptance are completed on or before 10/20/2026, the warranty period shall run from 10/21/2026 through 10/20/2027. If acceptance occurs earlier or later than 10/20/2026, the one-year warranty period shall adjust accordingly to begin the day following the Government's final acceptance.

(End of Delivery Schedule)

[End of Section B]

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	OCT 2025
52.217-6	OPTION FOR INCREASED QUANTITY	MAR 1989
52.217-7	OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM	MAR 1989
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-33	NONMANUFACTURER RULE (DEVIATION)	NOV 2025
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	MAR 2026
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025

52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
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
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.211-70	EQUIPMENT OPERATION AND MAINTENANCE MANUALS	NOV 2018
852.212-71	GRAY MARKET AND COUNTERFEIT ITEMS	FEB 2023
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020
852.246-71	REJECTED GOODS	OCT 2018

(End of Clause)

C.2 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: $500,000.00 per occurrences.

(c) Automobile liability: $200,000.00 per person; $500,000.00 per occurrence and $20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(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.

(End of Clause)

C.5 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:

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

[] 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)

C.6 VAAR 852.219-76 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SUPPLIES AND PRODUCTS (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) [X] In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it 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. Cost of materials are excluded and not considered to be subcontracted.

(ii) [X] In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) is granted. The offeror understands that, as provided in 13 CFR

121.406(b)(7), such a waiver has no effect on requirements external to the Small Business Act, such as the Buy American Act or the Trade Agreements Act.

(2) Manufacturer or nonmanufacturer representation and certification.

(i) [ ] *Manufacturer or producer*. The offeror certifies that it is the manufacturer or producer of the end item being procured, and the end item is manufactured or produced in the United States, in accordance with paragraph (a)(1)(i).

(ii) [X] *Nonmanufacturer*. The offeror certifies that it qualifies as a nonmanufacturer in accordance with the requirements of 13 CFR 121.406(b) and paragraph (a)(1)(ii). The offeror further certifies it meets each element below as required in order to qualify as a nonmanufacturer.

[X] The offeror certifies that it does not exceed 500 employees (or 150 employees for the Information Technology Value Added Reseller exception to NAICS code 541519, which is found at 13 CFR 121.201, footnote 18).

[X] The offeror certifies that it is primarily engaged in the retail or wholesale trade and normally sells the type of item being supplied.

[X] The offeror certifies that it will take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice.

(3) 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.

(4) 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 or to determine whether the offeror qualifies as a manufacturer or nonmanufacturer in compliance with the limitations on subcontracting requirement. 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. 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, _____ 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 _____.

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

_____

(End of Clause)

C.7 VAAR 852.247-71 DELIVERY LOCATION (OCT 2018)

Shipment of deliverable items, other than reports, shall be to:

Department of Veterans Affairs
Michael E. DeBakey VA Medical Center
Building 100, Main Kitchen, Room BC-250
2002 Holcombe BLVD
Houston TX 77030-4298

(End of Clause)

(End of Addendum to 52.212-4)

[End of Section C]

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 STATEMENT OF WORK (SOW)

Nutrition and Foodservice (NFS) Cook Serve Conversion

a) Introduction:

1. Nutrition and Food Services (NFS) currently prepares an average of 1,300 meals daily for acute care and long-term care Veterans. The purpose of this project is to replace the aging cook/chill retherm equipment with updated equipment to transition to cook/serve. Upgrading equipment will enable us to cook and immediately serve meals to our Veterans, offering a wider range of menu choices and significantly improving patient satisfaction levels, a change observed by other VA facilities who implemented cook/serve.

2. The equipment includes two new traylines to establish a pod system with four lines, warming cabinets, trayline refrigerators, freezers, and the removal of our current 37 retherm modules. It also includes 75 new meal delivery carts, and removal of old carts and trayline from VA property. The equipment will incorporate green environmental management system (GEMS) principals to reduce/reuse or recycle resources. It will incorporate smooth, ergonomically efficient workflow with minimal lifting of heavy items while minimizing labor hours and meeting applicable food safety standards.

3. This equipment will be utilized for tray preparation for Veterans receiving care at the Michael E. DeBakey VA Medical Center in Houston, Texas.

b) Requirements:

Purchase equipment to convert cook/chill to cook/serve. The purchase shall include installation (including labor, electrical, plumbing, fabrication, and materials), removal of the old trayline, existing 37 Burlodge Retherm Modules, and meal delivery carts from VA property. Electrical and utility connections will be provided by the facility.

c) **Scope:**

The contractor shall furnish and install equipment as itemized below per specifications listed.

d) **Schedule of Items:**

The contractor will be expected to install quoted pieces of equipment including accessory parts as outlined below. To maintain a cohesive trayline, all items must be compatible with one another.

e) **Trayline Requirements:**

1. **2 each Beverage Counter:**
   Dinex Custom Model No. DXP3CUDX2895 or equivalent. Beverage counter with two drains. 43.3125” long and 28” tall with two drains though and open understorage with DXPSSL stainless steel legs.

2. **2 each Mobile Plate and Dish Dispenser:**
   Dinex Model No. DXPSBH2P or equivalent. Colossus Heated Plate Dispenser, mobile, convection, (2) self- leveling adjustable cylinders, accommodates (75) 10-1/4" dia. china plates per silo, adjustable digital thermostat, thermostatic controls maintain plates at 180°F, 75 - 90 minute heating time, (2) soft-close hinged lids, fully insulated top & sides, stainless steel dispenser mechanisms with adjustable springs, push handle, heavy duty 304 stainless steel exterior, enclosed base, corner bumpers, (4) 5" swivel plate casters (2 with brakes), dual voltage, operates at 208v/60/1-ph, 3200 watts (15 amps), or 240v/60/1-ph, 3000 watts (13.3 amps), cord, NEMA 6-20P.

3. **2 each Serving Counter, Ice Cream:**
   Dinex Model No. DXP2ICF or equivalent. DineXpress™ Serving Counter, Ice Cream, 32"L x 36"H, mobile modular, (2) hinged stainless steel lids, 6-gallon capacity, stainless steel top & legs & body panels, with 5" casters, 1/4 hp, UL, NSF. 120v/60/1ph, 5.0 amps.

4. **2 each Air Curtain Refrigerator, right hinge:**
   Dinex Model No. DXPACR15RSD ACR Air Curtain Refrigerator or equivalent, one-section, horizontal and vertical airflow, bottom mount self-contained refrigeration, accommodates (15) 18" x 26" or (30) 14" x 18" trays, stainless steel tray slides, LED display, right-hinged stainless steel door, rear- mounted tubular push handle with donut bumper, non-marking corner bumpers, (4) 5" casters with brakes, stainless steel, 1/2 HP, 120v/60/1-ph, 16 amps, NEMA-5-20P, Made in USA.

5. **2 each Air Curtain Refrigerator, left hinge:**
   Dinex Model No. DXPACR15LSD ACR Air Curtain Refrigerator or equivalent, one-section, horizontal and vertical airflow, bottom mount self-contained refrigeration, accommodates (15) 18" x 26" or (30) 14" x 18" trays, stainless steel tray slides, LED display, left-hinged stainless steel door, rear- mounted tubular push handle with donut bumper, non-marking corner bumpers, (4) 5" casters with brakes, stainless steel, 1/2 HP, 120v/60/1-ph, 16 amps, NEMA-5-20P, Made in USA.

6. **2 each Hot Food Serving Counter / Table:**
   Dinex Model No. DXP6HF DineXpress Hot Food Unit or equivalent. 88"L x 36"H (6) wells with 1000w element with thermostatically controlled each,

mobile, modular design with interlocking mechanism, 14 gauge stainless steel top, 20 gauge stainless steel front & end panels, 18 gauge stainless steel bottom shelf, manifold drains standard, 5" swivel plate casters (2 with brakes), 6kW, NSF, UL 2 ea 1 year warranty parts and labor from date of purchase 2 ea 208v/60/1-ph, 28.8 amps, 6000 watts, NEMA 6-50P 2 ea Manifold drains, standard

i. 2 ea DXPAUTOFILL Automatic water fill
ii. 2 ea DXPDOUT Duplex Outlet, 120V for DineXpress™ system
iii. 2 ea DXPSFTS126 Trayslide for DineXpress™ system, 12" solid flat, heavy gauge stainless steel, for (6) openings - 88"W
iv. 2 ea DXPDOHS2H6 Overhead Shelf, double, heated top & bottom shelf, for DineXpress™ 6-well food counters

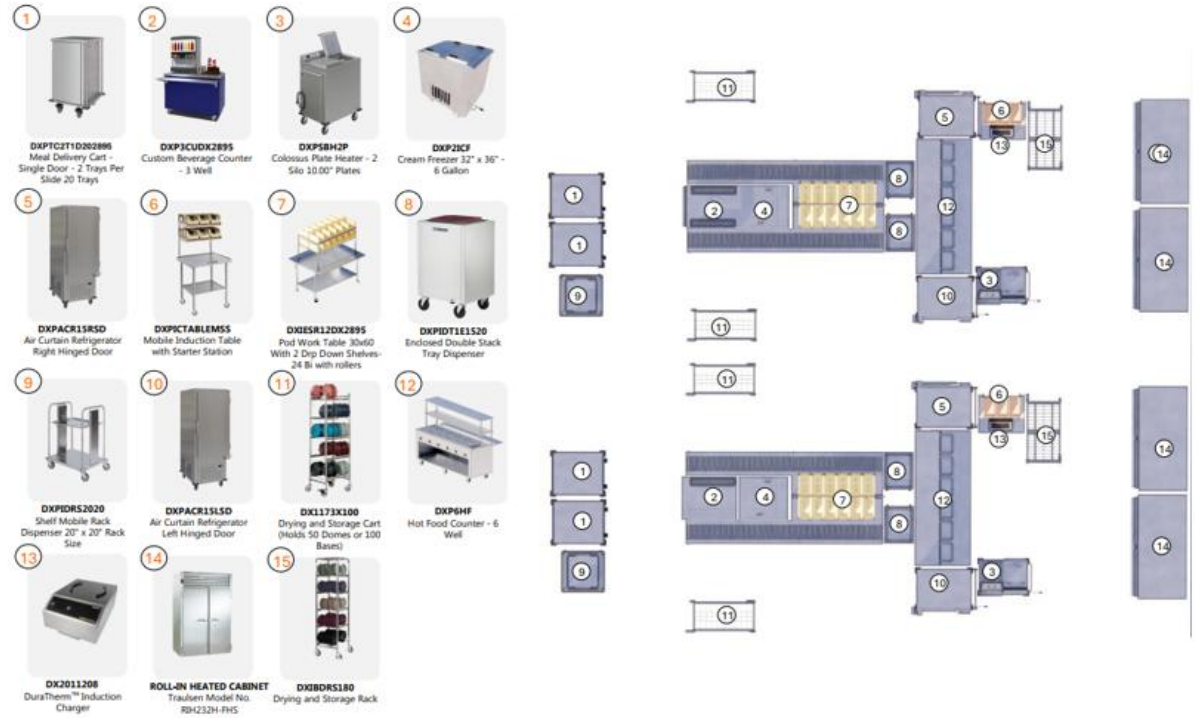
7. **4 each Induction Charger, For Heated Bases:**
Dinex Model No. DX2011208 Duratherm Induction Charger or equivalent, 208v/3-ph. Cycle time approx. 15 seconds. Space efficient 13.7” x 18.5” footprint. Washable filter. Internal surge protection. Automatic standby/shut-off feature. Tough, and easy-to-clean tempered glass surface is impact and heat resistant. Integral dual-fan system keeps internal electronics cool. Senses both Dinex DuraTherm bases (DX1411 series) and SmartTherm bases (DX821 series) automatically and gives the precise amount of energy to achieve the correct temperature on every charge. Microprocessors monitor vital components and runs performance checks on an average of 120 times per second. Charger shuts off automatically and displays “error codes” in plain text enabling the user to diagnose or identify minor problems and uses durable Dinex Induction Bases.

8. **4 each Roll-In Heated Cabinet:**
Traulsen Model No. RIH232H-FHS Spec-Line Heated Cabinet or equivalent, Roll-in, two-section, stainless steel exterior and interior, standard depth cabinet, full-height doors, accepts 72" high rack (by others) with microprocessor controls, cETLus, ETL-Sanitation. 4 ea 208-230/115v/60/1-ph, 15.5 amps, 3000 watts, direct, standard 4 ea Left door hinged left/right hinged right, standard. 6-year parts & labor, standard.

9. **2 each Custom Table with Rollers:**
DINEX Custom Model No. DXIESR12DX2895 or equivalent. Worktable 30x60, 2 drop down shelves 2, 4 bin with 2” diameter PVC rollers, width of line 15 ½”, 14 GA s/s construction, stationary undershelf, adjustable bullet-shaped feet.

10. **2 each Induction Table Mobile:**
DINEX Model No. DXPICTABLEMSS or equivalent. Mini Starter WorkStation, 30"W x 24"D, 14 gauge/304 stainless steel top, full marine edge, under brace hat channels, 2 cantilever overshelves, open 16 gauge/304 stainless steel undershelf, fully welded tubing 16 gauge/304 stainless steel legs, 4" swivel polyurethane casters, 2 with brakes, No. 4 finish, CSA

f) **Configuration of trayline**:



g) Meal Delivery Carts Requirements:

1. Purchase seventy-five (75) food transport carts to be utilized by Nutrition and Food Services within the main NFS kitchen for patient meal tray delivery throughout the medical center, and remove the existing Burlodge Model No. BLPOS.000 Pod Transport Carts from VA property. This equipment is used for temperature holding and delivery of patient meal trays. The purchase shall include delivery and removal of existing tray carts from VA property, and credit shall be applied to the final invoice if a trade-in value is obtained. The new carts are required to support Nutrition and Food Services operations during and after the planned transition to a cook/serve model, in accordance with the transition schedule established elsewhere in the SOW.

2. Carts should be constructed of stainless steel, inside and out. No decorative panels should be on exterior of the carts. Carts shall be manufactured to include base fitting compatible with existing Aethon tug robotic transport system.

Parameter	Attribute	Value
Custom Meal Tray Delivery Cart	DINEX Model No. DXPTC2T1D202895 TQ Compact Meal Delivery Cart or equivalent, (1) door, 1-compartment, 60- 9/10"H, enclosed, (20) tray capacity, designed to hold multiple tray sizes (12" x 19", 12" x 20",14" x 18", 15" x 20" & DXRST152003), 4-3/4" tray height spacing, two trays per slide, vertical push handles, vented side panels, gravity locking door with door stop, corner bumpers, (4) 6" Performa casters (2 rigid, 2 swivel with Tech lock brakes) with noise suppression bearing covers, stainless steel construction, NSF, Made in USA	75
DXPTSDRAIN	Floor Drain, one drain per door required	75
Dinex Aethon Base	Aethon compatible base added to carts during manufacturing.	75
Delivery	Uncrate and remove all packing materials	75
Removal	Removal from VA property of seventy-five (75) Burlodge Model No. BLPOS.000 Pod Transport Carts.	75

h) Warranty:

1. The contractor shall warrant all systems for a period of at least one year unless additional timeframe is noted above. The warranty must include unlimited telephone/e-mail support for questions regarding operation. All costs including parts, labor, travel, and other expenses necessary to repair the system will be borne solely by the contractor at no additional cost to the U.S. Government.

2. All labor, time, materials, equipment, travel and supplies necessary to keep equipment operational during the standard one-year warranty period shall be included and presented by contractor to facility upon delivery of units.

***i)* Contractor Responsibilities:**

1. Contractor shall conduct a scope verification prior to mobilizing to ensure all required utilities and electrical connections are available.
2. Contractor shall provide all labor, equipment, and materials necessary to remove items from VA property and install items listed below by accomplishing all work as stated below. A dumpster or bulk waste location will not be provided by the VA.

3. Contractor shall provide a risk management plan that includes:
    i. Identification of potential risks associated with the project.
    ii. Mitigation strategies for each risk.
    iii. Steps to handle unforeseen issues that arise during execution.
4. Contractor's work cannot begin until the site is compliant with infection control and safety regulations. Contractor will install barriers and additional measures according to the risk assessment and infection control risk assessment (ICRA) guidelines. WORK CANNOT BEGIN UNTIL PROPER BARRIERS ARE INSTALLED BY THE CONTRACTOR.
5. Prior to installation, all contractors will attend safety meetings and get appropriate badging.
6. Prior to any electrical installations, breaker modifications, or utility modifications, including plumbing and water line connections, the contractor shall coordinate with the VA Facilities Management Service (FMS). The appropriate FMS shop shall provide guidance and oversight over all utility-related work before the contractor proceeds with any modifications. The contractor is responsible for all utility work.
7. Contractor shall develop a contingency plan for unexpected disruptions and develop procedures for handling equipment failures.
8. Contractor is responsible for ordering all trayline equipment and meal delivery carts from vendor and ensuring it is delivered to the VA in one shipment.
    i. Before equipment and carts are ordered, primary COR must be notified to coordinate timeline of delivery. Given the project timeline, it may be necessary for the Contractor or vendor to store the items until the VA is prepared to receive them.
9. Contractor shall ensure all utilities are connected to existing utility connections, including connection of any applicable plumbing, electrical, water, drain and ventilation points per factory specifications.
10. The project must be finished within five (5) days of commencement, with the following steps to be carried out concurrently. Work will begin Monday morning and will conclude end of day Friday unless prior approval is obtained from Contracting Officer's Representative (COR).
11. Contractor will remove from VA property and dispose of 37 Burlodge Retherm Module B-POD, BLPOA 700 0006, 208V 3P, 60 Hz, 23A, 7900W
    i. 33 modules located in the main kitchen, BC-250.
    ii. 4 modules located on 1st floor, next to 1C-109 and across from 1C-108.
12. Contractor shall dispose of old trayline including two (2) cold serving counters and two (2) traylines from VA property.
13. Contractor shall clear floors prior to installation of new trayline.
14. Contractor shall provide fifty-five (55) gallon drums and caps to drain retherm module water lines and cap off above the ceiling. Drums will be removed from the VA upon conclusion of draining the water lines.
15. Contractor shall trace out circuits for thirty-three (33) retherm modules located in BC-250. This may also be required for the four (4) retherm modules located on the 1st floor.

16. Contractor shall demo power to thirty-seven (37) blast coolers, demo breakers and reuse breaker spaces for new equipment for serving line in the main kitchen.
17. Contractor shall demo seventy-four (74) SS disconnects up to the J box and dispose of the disconnects.
18. Contractor shall run conduit and wire for sixteen (16) new pieces of trayline equipment requiring electricity. Each piece of equipment will need a J box in the ceiling with an S/O cord drop with a strain relief connector and a receptacle on the bottom end of the S/O cord.
19. Contractor shall reuse four (4) existing disconnects for the heated cabinets which will be hard wired.
20. Contractor shall install sixteen (16) new breakers in existing panel.
21. Contractor shall create and fabricate 30 4"x4" stainless steel plates to cover holes in ceiling of cooler room.
22. Contractor shall coordinate with COR who will request ceiling tile replacements in main trayline area.
23. Contractor shall unload and uncrate new equipment and inspect for damage.
24. Contractor shall set-up and level new equipment according to equipment schedule above.
25. Contractor shall run hot and cold-water supply lines to two (2) separates hot food serving counters.
    i. Water supply lines will be run above ceiling and down the middle of the kitchen.
26. Four (4) coffee machines, two (2) per line, will be delivered by another vendor.
    i. Contractor shall ensure the coffee machines can be connected to 240V power and 3/8” or ½” water lines are available to connect to the machines.
27. Contractor shall add service shut-off lines for plumbing to equipment, right below or above ceiling grid.
28. Contractor shall run flexible piping drains from drain hole of hot food serving counter to nearest floor drain.
29. Contractor shall ensure final hook-ups will be completed (within 5 feet) to existing utilities.
30. Contractor shall remove packaging and rubbish daily and is also responsible for deep cleaning all spaces prior to turnover. This includes ensuring that all surfaces are free of dust and debris from construction and are ready for food service operations.
31. Contractor shall provide comprehensive training for VA personnel on the use and maintenance of the new installed equipment. This includes:
    i. Training session to be conducted on-site within one day of installation completion
    ii. Ensuring VA personnel are competent in operating and maintaining the equipment
32. Contractor shall confirm equipment is working properly upon completion of installation.
33. Contractor shall provide the following documentation upon completion:

i. Drawings showing the exact locations and connections of newly installed equipment.
ii. Operation and Maintenance manuals for all new equipment shall be given to the COR.
iii. Warranty certificates detailing the coverage of all installed equipment.
iv. Final report detailing project completion, including any challenges faced and how they were resolved.

j) **Schedule for Deliverables:**

1. Before equipment and carts are ordered, primary COR must be notified to coordinate timeline of delivery. Given the project timeline, it may be necessary for the Contractor to store the items until the VA is prepared to receive them. Timeline will be coordinated with manufacturer, vendor, and COR.

2. The contractor shall deliver and install all schedule of items listed above in the main NFS kitchen in building 100 in the location of the current unit per the specifications below. It must be able to be brought (maybe in sections) through a standard size door opening during installation. No modifications will be made to facility doors or walls. After contacting NFS requisition managers at the VA, a specific time will be scheduled for the delivery of the product and the installation. Product will be installed during normal working hours, between 8:00 A.M. and 4:00 P.M., Monday through Friday, unless other arrangements are agreed upon. Contractor shall be responsible for removing existing Burdloge retherm modules from VA property. New carts should be delivered in one shipment, uncrated, and all debris removed. Old carts shall be removed from MEDVAMC Houston property and disposed of, and credit shall be added to the final invoice if a trade-in value is obtained. Contractor will remove all cardboard, refuse, debris, etc. from site daily during installation period. Documentation necessary includes a statement acknowledgement/invoice and receipt of delivery.
    i. Address: Michael E. DeBakey VA Medical Center 2002 Holcombe Blvd. (120); Houston, TX 77030.
    ii. Location: Building 100, Main Kitchen, Room BC-250.

k) **Period of Performance:**

Contractor will have five (5) working days to complete project unless otherwise directed by the Contracting Officer Representative. The Contractor will also remove all debris and leftover materials within this timeframe and will remove the old equipment from the VA premises. If the contractor proposes an earlier completion date, and the Government accepts the contractor's proposal, the contractor's proposed completion date shall prevail. The VA and the contractor will agree upon when the work will begin. Work at the government site shall not take place on Federal holidays or weekends unless directed by the Contracting Officer.

l) Special Shipping/Delivery Instructions:

1. Prior to shipping, Contractor shall notify Site POCs five (5) busy including line-by-line details for review of requirements. Contractor cannot make any changes to the delivery schedule at the request of Site POC. All items should be arranged to arrive in one delivery.

2. Contractors must coordinate deliveries and installation with Site POCs before shipment. All shipments, either single or multiple container deliveries, will bear the VA Purchase Order number on external shipping labels and associated manifests or packing lists. In the case of multiple container deliveries, a statement readable near the VA PO number will indicate total number of containers for the complete shipment (ex. “Package 1 of 2”), clearly readable on manifests and external shipping label.

m) Information Security:
The C&A requirements do not apply, and a Security Accreditation Package is not required.

n) Contracting Officer’s Representative:
Associate Chief, Food Operations (713) 770-2568.

o) Alternate Contracting Officer’s Representative:
Associate Chief, Clinical Nutrition (713) 578-5427.

(End of Statement of Work)

[End of Section D]

SECTION E - SOLICITATION PROVISIONS

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

The following instructions apply to this solicitation and replace or supplement the standard provision language.

1. REQUIREMENT: The Michael E. DeBakey VA Medical Center (MEDVAMC), 2002 Holcombe Blvd, Houston, Texas 77030 is seeking requirements described in this RFQ. The government expects this announcement to result in a Firm-Fixed Price Single-Award contract. This is a Brand Name or Equal procurement. Offerors proposing 'equal' products must clearly demonstrate compliance with all salient characteristics.

2. SET-ASIDE AUTHORITY: This RFQ is a TOTAL SET-ASIDE for certified Service-Disabled Veteran-Owned Small Businesses (SDVOSBs) under VA's Veterans First Contracting Program (38 U.S.C. §§8127–8128; VAAR Subpart 819.70).

3. GENERAL INSTRUCTIONS

    a. Offer Submission. Offerors shall submit quotes electronically via email to the Contracting Officer (CO) by the date and time specified in the solicitation. Late offers will be handled in accordance with RFO FAR 52.212-1(c).

    b. Offer Format. Offers shall be clear, concise, complete, and submitted in the formats described below. Failure to follow the instructions may result in the offer being deemed Unacceptable.

        i. Two Volume Offer Structure. Offerors shall submit quotes in two separate volumes:

            1. Volume I – Technical/Quality

            2. Volume II – Price

        ii. Each volume shall be submitted as a separate file. Pages shall be numbered and formatted in readable type (no smaller than 11 point).

4. **VOLUME I – TECHNICAL / QUALITY** (No Pricing Information Allowed): Volume I shall not exceed 15 pages. Technical offers containing price information may be deemed Unacceptable.

    a. The Offeror shall provide a complete and compliant Technical/Quality Volume that clearly demonstrates the Offeror's ability to meet all requirements of the RFQ and the Statement of Work (SOW). Failure to provide the documents listed below may result in an Unacceptable rating and removal from further consideration under LPTA procedures.

        i. OEM Product Compliance

1. The Offeror shall affirm that ALL quoted items are new OEM products, not gray market or refurbished, and comply with VAAR 852.212-71 (Gray Market and Counterfeit Items).
2. The Offeror shall identify the OEM and the exact models (or equivalents) being proposed.
3. OEM authorization letters may be general or solicitation-specific but must clearly cover all products offered.
4. Offerors proposing equivalent products must submit descriptive literature sufficient for the Government to determine compliance.

ii. Authorized Distributor/Reseller Documentation

1. The Offeror shall provide a current OEM authorization letter granting the Offeror authority to sell, distribute, and provide warranty support for ALL proposed items.
2. Letter must be valid at time of quote submission.

iii. Technical Approach and Compliance Matrix - Offerors shall provide a Technical Approach and a Compliance Matrix demonstrating how the contractor will meet all requirements of the Statement of Work, including but not limited to:

1. A line-item technical compliance matrix mapping each CLIN and SOW requirement to the product being offered.
2. Identification of any equivalent items proposed under FAR 52.214-21 (Descriptive Literature) and demonstration that they meet or exceed all functional requirements.
3. Confirmation that all items will be compatible with required systems, including Aethon tug robotics bases.
4. The Technical Approach shall describe the contractor’s methods, sequence of work, staffing, coordination with VA Facilities Management, risk mitigation actions, and plan for achieving full installation and operational readiness by 10/20/2026 as required in the RFQ and SOW. The Compliance Matrix shall map each SOW requirement to the proposed solution/process showing full compliance, including but not limited to:
    a. Installation of all equipment,
    b. install barriers and additional measures according to the risk assessment and infection control risk assessment (ICRA) guidelines,
    c. electrical and plumbing connections,

d. removal and disposal of existing equipment,

e. utility coordination,

f. site preparation,

g. schedule compliance with the required completion date, and

h. final commissioning, training, and acceptance requirements.

iv. Delivery Schedule Compliance - Offeror shall demonstrate ability to:

1. Offerors to confirm availability of all items.

2. Deliver all equipment in one shipment, IAW SOW.

3. Meet the installation window.

4. Coordinate delivery in advance with the COR as required in the SOW.

v. Warranty Compliance - Provide OEM warranty documentation confirming:

1. Minimum 1 year warranty;

2. Coverage for labor, parts, travel, and unlimited support;

3. Compliance with all SOW warranty obligations.

vi. SDVOSB Status Verification - Offeror must:

1. Be certified and listed as SDVOSB in the SBA Veteran Small Business Certification database at time of quote and time of award (VAAR 852.219-73).

2. Provide a screenshot or printout showing active status.

vii. Limitations on Subcontracting Certification

1. Offeror must submit a completed and signed VAAR 852.219-76 certification.

2. If offering as a non-manufacturer, provide the non-manufacturer rule certifications required in 13 CFR 121.406.

viii. Joint Venture Documentation (if applicable) - If quoting as a JV, provide:

1. Fully executed JV agreement compliant with 13 CFR 128.402, and

2. Certifications from each JV partner per Section E.

3. JV must be separately listed in SBA database.

ix. Past Performance - While not scored, Offeror must provide:

1. Up to 3 relevant past performance references for similar equipment supply/installation in healthcare or commercial kitchen environments.

2. Past performance will not be scored and will be assessed only as Pass/Fail for responsibility under FAR 9.104.

5. **VOLUME II – PRICE:** Pricing shall be submitted in a separate file titled "Volume II – Price." The price volume shall include:

   a. A completed pricing schedule for all CLINs.

   b. All prices shall be fully burdened.

   c. Offerors shall ensure mathematical accuracy. Inconsistencies may result in rejection or clarification requests.

   d. No price realism analysis will be performed. Prices will be evaluated for reasonableness under FAR 13.106 and for unbalanced pricing.

   e. No technical information shall be included in Volume II.

6. QUESTIONS: All questions shall be submitted in writing to the administrator publisher, CO by the time specified and date documented below. Answers will be provided via amendment. Offerors are responsible for monitoring publication.

   a. Questions are due on August 21, 2026, 1:00pm (CT).

7. INCURRING COSTS: Offerors are responsible for all costs incurred in preparing and submitting offers. The Government is not obligated to award a contract as a result of this solicitation.

8. SYSTEM FOR AWARD MANAGEMENT (SAM): Offerors must be registered and active in SAM at the time of award.

9. SDVOSB VERIFICATION: Verifiable in the U.S. Small Business Administration (SBA) Veteran Small Business Certification database at time of quotation submission and at time of award as a SDVOSB,

   a. Any quoter submitting an offer as a joint venture must provide a certification from each SDVOSB joint partner, signed by an authorized official of each partner to the joint venture, stating that the parties to the joint venture

      i. (1) have entered into a joint venture agreement that fully complies with paragraph (c) of 13 CFR § 128.402 and

      ii. (2) will perform the contract in compliance with the joint venture agreement.

b. Failure to submit the certification with the quoter's offer or the CO is unable to verify status on the SBA database will render the quoter ineligible for award.

c. SDVOSB shall be Prime.

10. NOTICE OF LPTA PROCEDURES: This procurement uses Lowest Price Technically Acceptable procedures. Technical acceptability is determined solely by compliance with the SOW requirements and RFQ documentation described above. No additional credit will be given for exceeding requirements.

11. CO will conduct preliminary review of all response packets and failure to acknowledge any and all listed in this solicitation section may be cause for rejection of quote due to incomplete packet.

12. Failure to acknowledge, sign (SF30), and return "ALL" Amendments issued pursuant to this solicitation may be cause for rejection of quote due to incomplete packet.

13. If multiple email offers from the same offeror are received, the most recent and latest (dated) notice will be the one evaluated.

14. An Offeror is technically acceptable only when all required documentation is complete, and all SOW requirements are met without exception.

(End of Instructions)

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

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

E.2 52.252-1 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/

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024

52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.214-21	DESCRIPTIVE LITERATURE	APR 2002
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.214-72	ALTERNATE ITEM(S)	MAY 2018
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019
852.223-70	INSTRUCTIONS TO OFFERORS—SUSTAINABLE ACQUISITION PLAN	SEP 2019
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

(End of Provision)

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

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

(End of Provision)

E.4 52.233-2 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:

Electronic-Carried Address:
Shasta Britt
shasta.britt@va.gov

Hand-Carried Address:
Department of Veterans Affairs
Network Contracting Office 16
Galleria Financial Center
5075 Westheimer Road, Suite 750
Houston TX 77056-5643

Mailing Address:
Department of Veterans Affairs
Network Contracting Office 16
Galleria Financial Center
5075 Westheimer Road, Suite 750
Houston TX 77056-5643

(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)

E.5 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.

ADDENDUM to FAR 52.237-1 SITE VISIT:

The MEDVAMC at 2002 Holcombe Blvd, Houston, Texas 77030 will hold a TECHNICAL Site Visit. We ask that vendors attend “not mandatory”, please utilize name plates for identification purposes and sign in on sign-in sheets on day of event. Vendors shall RSVP with the POC listed below.

Why: In the event that a technical site visit is required in order to accurately submit a comprehensive quotation.

What: Technical site visits will be on the following date by appointment only for potential vendors shall be escorted.

When: Wednesday, August 19, 2026, at 1:00pm (CT).

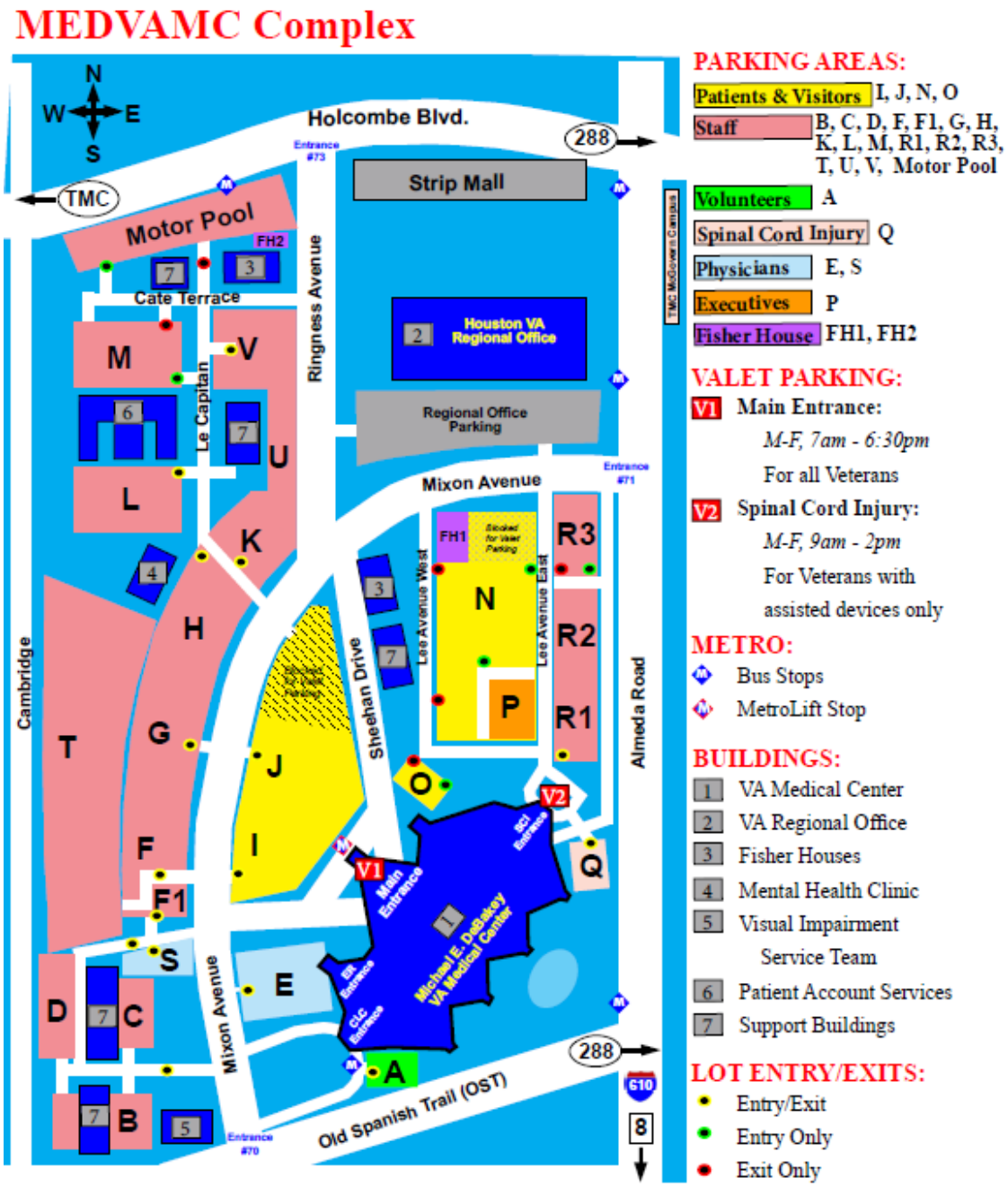
Who: Point of Contract for scheduling:

- Associate Chief, Food Operations: Ms. Brouwer, Stacy @ Stacy.Brouwer@va.gov.
- Dietitian, Nutrition and Food Services: Ms. Bertagnolli, Erin @ Erin.Bertagnolli@va.gov.

Where: Location address: MEDVAMC at 2002 Holcombe Blvd, Houston, Texas 77030.

Meeting location: (V1) - Main Entrance, Building 100 (1 - VA Medical Center).

Parking: Shall Park in lots for Visitor - Lots I, J, N, and O; map below.



This is a technical site visit only; any questions about the procurement should be sent to the CO email address on the RFQ by the deadline indicated on the announcement under instructions in Section E.

Technical Site Visit Review

Purpose of site review is to give you the opportunity to see/inspect the site where work will take place.

- Please be aware that whatever is said during the meeting is meant to be helpful but does not and cannot change the Solicitation Documents. Offerors must rely on published Amendments to the Solicitation posted on Contract Opportunities for official answers to questions that are not currently covered by Solicitation Documents.

- Feel free to take pictures of the site or outside of structure as required to perform the work**; veterans, patients, employees and visitors may not be photographed**.
- This Visit is not a Question-and-Answer session. It is meant as a presentation of the project. Questions should be submitted in written form.
- Please write your questions down and email them to CO: shasta.britt@va.gov.
- The deadline for submitting questions is August 21, 2026, 1:00pm (CT). Questions and Answers will be posted in the form of an amendment to the solicitation prior to the solicitation closing date.
- Questions will not be answered directly to the contractor.
- Any questions submitted after the cut-off date will not be answered.

(End of Provision)

E.6 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any

information in the Offeror's possession but does not need to include an internal or third-party audit)—

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

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

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

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

(f) *Iran Representation and Certifications*.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*)

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

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

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

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

(g) *Disclosure*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

(End of Addendum to 52.212-1)

E.7 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) The Government will award a contract using Lowest Price Technically Acceptable (LPTA) procedures. Award will be made to the responsible SDVOSB whose quotation conforms to the solicitation and is lowest-priced among those determined Technically Acceptable.

1. The following factors will be evaluated on an Acceptable/Unacceptable basis:
    a. Factor 1 — Technical Compliance
        i. The Offeror must demonstrate compliance with all SOW requirements, including but not limited to - Equivalents are permitted under FAR 52.214-21:
            1. OEM product compliance
            2. Authorized distributor/reseller status
            3. Technical compliance matrix
            4. Delivery and installation requirements
            5. Warranty requirements
            6. All documentation listed under Volume I Instructions
        ii. Failure of any sub-element = Unacceptable.

    b. Factor 2 — SDVOSB Qualification
        i. Offeror must be:
            1. Certified and listed as SDVOSB in the SBA certification database at time of quote and award;

2. Compliant with VAAR 852.219-73 and 852.219-76;
3. Fully compliant with limitations on subcontracting.

ii. Failure = Unacceptable.

c. Factor 3 — Past Performance (Responsibility)
   i. Past performance will be evaluated as Pass/Fail to determine responsibility under FAR 9.104.
   ii. The Government may use CPARS, PPIRS, FAPIIS, or internal VA data.
   iii. Alternate forms of past performance are acceptable and may include relevant project summaries, customer commendations, or other documentation demonstrating successful performance on similar work.

d. Factor 4 — Price
   i. Among technically acceptable offers, award will be made to the lowest-priced Offeror.

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

(End of Provision)

[End of Section D]