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

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C25726Q0712

6. SOLICITATION ISSUE DATE: 07-30-2026

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Shannon Robinson
b. TELEPHONE NO. (No Collect Calls): 931-542-7887

8. OFFER DUE DATE/LOCAL TIME: 08-14-2026 10:00am CDT

9. ISSUED BY CODE 36C257
Department Of Veterans Affairs
Network Contracting Office 17

5441 Babcock Road Ste. 302
San Antonio TX 78240

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

NAICS: 339113

SIZE STANDARD: 800 Employees

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

12. DISCOUNT TERMS

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

13b. RATING: N/A

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

15. DELIVER TO CODE
Department of Veterans Affairs
VISN17 Network Contracting Activity
1901 Veterans Memorial Drive

Temple TX 76504

16. ADMINISTERED BY CODE 36C257
Department Of Veterans Affairs
Network Contracting Office 17

5441 Babcock Road Ste. 302
San Antonio TX 78240

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide all labor, supplies, materials, requirement, supervision, transportation, and other items, and non-personnel services necessary for the CTX SPS Drying Cabinets in accordance with the Statement of Work (SOW) and terms and conditions Complete and return all information designated in Section E page 25. prior to specified in block 8 of the SF 1449 page 1. Blocks 30a, 30b, 30c, on page 1 of the SF 1449 must be completed and signed in order to be considered for award. Required documents and instructions for quote submission are included in the Addendum to FAR 52.212-1, Instructions to Offerors Commercial Products and Commercial Services. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
Shannon Hodgson
Contracting Officer

31c. DATE SIGNED

Table of Contents

SECTION A **1**

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 1

SECTION B - CONTINUATION OF SF 1449 BLOCKS **3**

B.1 CONTRACT ADMINISTRATION DATA 3
B.2 STATEMENT OF WORK 4
B.3 PRICE/COST SCHEDULE 8
ITEM INFORMATION 8
B.4 DELIVERY SCHEDULE 8

SECTION C - CONTRACT CLAUSES **9**

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 9
C.2 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2025) (DEVIATION) 10
C.3 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026) 12
C.4 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION) 13
C.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020) 23
C.6 VAAR 852.211-70 EQUIPMENT OPERATION AND MAINTENANCE MANUALS (NOV 2018) 23

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS **24**

SECTION E - SOLICITATION PROVISIONS **25**

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) 25
E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 27
E.3 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION) 27
E.4 52.225-2 BUY AMERICAN CERTIFICATE (OCT 2022) 30
E.5 52.252-2 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020) 31
E.6 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) 31

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR: Name: _____
Address: _____
City/State/Zip: _____
POC Name: _____
POC Email: _____
POC Phone: _____
SAM UEI: _____

b. GOVERNMENT: Shannon Hodgson
Contracting Officer 36C257
Department of Veterans Affairs
NCO 17 North Texas Healthcare System
Regional Procurement Office West (RPO-W)
124 E. Hwy 67, Suite 100
Duncanville TX 75137

Shannon Robinson
Contract Specialist 36C257
Department of Veterans Affairs
NCO 17 North Texas Healthcare System
Regional Procurement Office West (RPO-W)
124 E. Hwy 67, Suite 100
Duncanville TX 75137

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Upon delivery and acceptance

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

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

AMENDMENT NO	DATE

B.2 STATEMENT OF WORK

1. GENERAL

The contractor shall comply with Federal, State, local laws and regulations applicable to the performance of this contract. The Central Texas Veterans Health Care System (CTVHCS), Sterile Processing Service (SPS) requires the purchase of two (2) each Brand name or equal, STERIS AMSCO Drying Cabinets, to include supply and delivery of the item(s) identified in Table 1 below. See below for salient characteristics. Item(s) are to be delivered to the location specified in section 3.1. Vendor shall be responsible for deinstalling two existing drying cabinets and disposing of those cabinets.

	Item Number	Item Description	Quantity
1.	DCC101101XL	Brand Name or Equal AMSCO Drying Cabinet, Large Shelves, 29” Wide, Cabinet Configuration with Purge Option, 120V, English	2
2.		Install Drying Cabinet	2
3.		Deinstall and Disposal of Existing Cabinets	2

EQUIPMENT REQUIREMENTS

Salient characteristics and technical specifications must be met.

Salient Characteristics:

1. The units shall be freestanding drying cabinets constructed of stainless steel, with a minimum external width of 34 inches.
2. The cabinets shall include a minimum of either nine (9) full-width shelves or eighteen (18) half-width shelves and must have integrated interior lighting for device visibility during loading, unloading, and monitoring.
3. Each shelf must support a minimum device load of 11 pounds, with a total system capacity of at least 200 pounds per cycle.
4. The cabinets shall have a dual-door design with tempered glass windows.
5. The units should provide internal capacity suitable for processing of a high volume of containers, trays, and medical devices in one cycle.
6. The system should incorporate HEPA and air purge features to reduce drying time and increase operational throughput.
7. The interior shelving shall be fully adjustable and customizable to accommodate various configurations of trays, containers, and device sizes.
8. The cabinets shall include removable drip pans.
9. The units shall allow users to set temperature, monitor cycle status, and receive proactive maintenance alerts.
10. The units shall include a medical-grade HEPA filtration system capable of removing 99.97 percent of particles ≥0.3 microns.
11. The cabinets shall be equipped with a tube drying rack capable of holding up to 49 tubes or robotic surgical arms simultaneously.
12. The units shall fit into the footprint of 36 inches (W) × 33 inches (D) × 73 inches (H), or 914 mm × 838 mm × 1854 mm.
13. The systems should operate on standard 120V electrical power.
14. The units shall meet or align with AAMI ST91, AAMI ST79, and AORN standards for reprocessing high-risk scopes and surgical devices.

2. GENERAL REQUIREMENTS

2.1. Device will be shipped to CTVHCS Temple Sterile Processing Service and installation will be completed by both the Vendor and VA Employees.

2.2. VA shall provide appropriate utilities for the equipment needed for proper equipment installation as per the vendor's equipment specifications.

2.3. Vendor should provide all necessary labor and materials associated with setup of the units.

2.4. The vendor will install the units within 60 days from the date of award.

2.5. Vendor shall deinstall and dispose of existing two drying cabinets.

3. **DELIVERY AND INSTALLATION**

3.1. Equipment shall be delivered to the main facility below:

CTVHCS Warehouse 204
1901 Veterans Memorial Drive
Temple TX 76504
Attn SPS-123T deliver to room BD108C

3.2. The vendor shall assemble and set up the drying cabinets.

3.3. The vendor shall provide three (3) hard copies (paper) Operator's Manuals and three (3) hard copies (paper) of Technical Service Manuals to SPS, to ensure competency and optimal operability.

3.4 The vendor shall train the users in the operation of the units following installation.

4. WORK HOURS:

4.1. Normal Work Hours: The service schedule shall be developed between the contractor and government POC prior to any service/delivery being performed. POC is Cheryl Rush, Administrative Officer, CTVHCS Temple Sterile Processing Service, 1901 Veterans Memorial Dr., Temple, TX 76504; work phone: (254) 899-7877.

4.2. The following is a list of U.S. Government holidays. If the holiday falls on a Saturday, the proceeding Friday is observed as the holiday; if the holiday falls on a Sunday, the following Monday is observed as the holiday and any other day specifically declared by the President of the United States to be a national holiday.

HOLIDAY	**DATE**
New Year's Day	Jan 1
Martin Luther King's Birthday	3rd Monday in Jan
President's Day	3rd Monday in Feb
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in Sep
Columbus Day	2nd Monday in Oct

Veterans Day	Nov 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

5. **PERSONNEL**

5.1. Personnel. The contractor shall provide in writing with the name and phone number of a person within (10) ten calendar days of the award of the contract. The contractor shall correspond with the POC, on a regular basis to discuss any problems that the contractor or contractor's personnel may be experiencing during the performance of this contract. Unresolved problems shall be referred to the Contracting Officer for resolution.

5.2. Contractor Service Personnel (CSP). All subcontractors performing work for primary contractor shall meet all specifications and standards that apply to CSP under this agreement. CSP shall maintain clean and neat appearance and shall wear an identification badge always when performing services at the Government site. Identification badges shall be worn in a clearly visible area of the outer garment. The POC shall furnish this badge. Due to conflict of interest, the contractor shall not employ a current DOD employee, military or civilian to provide services under this contract.

5.3. Government point of contact (POC). POC is Cheryl Rush, Administrative Officer, CTVHCS Temple Sterile Processing Service, 1901 Veterans Memorial Dr., Temple, TX 76504; work phone: (254) 899-7877.

5.4. SECURITY STATEMENT: The Vendor and all VA employees are required to immediately report any security violations to the Information Security Officer. No other security statements are required.

6. **ACRONYMS AND DEFINITIONS**

6.1. Contracting Officer (CO). A person duly appointed with the authority to enter into and administer contracts on behalf of the U.S. Government.

7. **EQUIPMENT OWNERSHIP**

7.1. Title to equipment shall remain with the contractor until a satisfactory inventory and inspection are completed by Contractor, COR and Maintenance personnel. Upon approved inspection, title, equipment, accessories and ownership shall be released to Central Texas Veterans Health Care System (CTVHCS).

8. **LIMITED WARRANTY**

8.1. All equipment listed in the attached quote, shall be fit and sufficient for the purpose intended as set forth in the user manuals; and merchantable, of good quality and free

from defects in materials or workmanship; for a period of one (1) year from the date of the first invoice under this agreement. The contractor shall provide a minimum of one (1) year warranty. The warranty will begin upon date of acceptance.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Brand name or Equal: AMSCO DRYING CABINET PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6530 - Hospital Furniture, Equipment, Utensils, and Supplies LOCAL STOCK NUMBER: DCC101101XL	2.00	EA	_____	_____
0002	INSTALL DRYING CABINETS PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6530 - Hospital Furniture, Equipment, Utensils, and Supplies	2.00	EA	_____	_____
0003	DEINSTALLATION AND DISPOSAL OF EXISTING CABINETS PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6530 - Hospital Furniture, Equipment, Utensils, and Supplies	2.00	EA	_____	_____
				GRAND TOTAL	_____

B.4 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001-0003	SHIP TO:	Department of Veteran Affairs Central Texas Health Care System 1901 Veterans Memorial Drive Temple, TX 76504 USA	ALL	_____ Days ARO
	MARK FOR:	Cheryl Rush cheryl.rush2@va.gov 254-899-7877		

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-overhaul/far-part-deviation-guide/far-overhaul-part-52 (FAR)
https://www.va.gov/oal/library/vaar/index.asp (VAAR)

(End of Clause)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (DEVIATION)	NOV 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION)	NOV 2025
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	OCT 2025
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION)	NOV 2025
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	MAR 2026
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.225-1	BUY AMERICAN—SUPPLIES (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024

52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD (DEVIATION)	NOV 2025
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION)	NOV 2025 APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.212-71	GRAY MARKET AND COUNTERFEIT ITEMS	FEB 2023
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020
852.246-71	REJECTED GOODS	OCT 2018
852.247-73	PACKING FOR DOMESTIC SHIPMENT	OCT 2018

C.2 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2025) (DEVIATION)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

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

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 339113 assigned to contract number 36C25726P_____.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.*] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

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

[Contractor to sign and date and insert authorized signer's name and title.
_____]

(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 Provision)

C.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any VAAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 8)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

C.6 VAAR 852.211-70 EQUIPMENT OPERATION AND MAINTENANCE MANUALS (NOV 2018)

The Contractor shall follow standard commercial practices to furnish manual(s), handbook(s) or brochure(s) containing operation, installation, and maintenance instructions, including pictures or illustrations, schematics, and complete repair/test guides, as necessary, for technical medical equipment and devices, and/or other technical and mechanical equipment provided per CLIN(s) 0001. The manuals, handbooks or brochures shall be provided in hard copy, soft copy or with electronic access instructions, consistent with standard industry practices for the equipment or device. Where applicable, the manuals, handbooks or brochures will include electrical data and connection diagrams for all utilities. The documentation shall also contain a complete list of all replaceable parts showing part number, name, and quantity required.

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

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:

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

This requirement is 100% set aside for Small Businesses entities. Each Offeror must be verified/registered in SAM (https://sam.gov) and Small Business Administration (SBA) (https://search.certifications.sba.gov/) at time of offer submission. In order to be considered for award, quotes submitted in response to this solicitation shall include volumes addressing technical capability and price. An Offeror's failure to provide the information specified in solicitation provision 52.212-1 Instructions to Offerors – Commercial Items, Addendum to 52.212-1, or does not conform to the requirements of the solicitation in its quote may result in that quote not being considered compliant by the Government for evaluation or award.

The VA will not pay any costs incurred in preparation and submission of offers.

OFFER SUBMITTAL INSTRUCTIONS:

1) Offeror shall submit offers by Due Date/Time specified in Block 8 of Standard Form (SF) 1449 of solicitation to Shannon Robinson at shannon.robinson3@va.gov and Shannon Hodgson at shannon.hodgson@va.gov with "Solicitation 36C25726Q0712" in subject line.

2) Offeror shall submit a signed SF 1449 signature page of solicitation.

3) Offeror shall submit signed SF 30 solicitation amendment acknowledgements, as applicable.

4) Complete vendor information in Section B.1.

5) Complete price/ cost schedule for line item in Section B.3.

6) Complete delivery timeframe in B.4 as days ARO.

7) Complete 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION).

8) Complete 52.225-2 BUY AMERICAN CERTIFICATE (OCT 2022).

9) Submit an authorized distributor/re-seller letter from the manufacturer. No third-party letters will be accepted.

10) Offer shall also include the following, submitted as two (2) separate volumes shown below.

Volume 1 -Technical Capability - Vendor name may only appear on the first page of the technical volume; vendor name must not appear on any other pages of the technical volume. **Vendor name appearing anywhere other than the first page may cause vendor's quote to be removed from consideration.**

Technical volume is required to adequately describe and present a clear understanding of each requirement in the Statement of Work and must demonstrate the ability to provide the equipment/services. The technical volume shall be specific, complete and provide sufficient information conforming to the SOW. Technical volume shall demonstrate the offeror's capacity to satisfactorily perform the tasks outlined in the SOW. Offeror format is accepted.

This is a Brand Name or Equal Solicitation offers of "equal" products, including "equal" products from the brand-name manufacturer, must:
a. Meet the salient characteristic(s) specified in the solicitation;
b. Clearly identify the item by:
i)Brand name (if any), and
ii) Make or model number (if applicable);
c. Include descriptive literature—e.g., illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer
d. Clearly describe any modifications planned to make the product conform to the solicitation requirements and label any descriptive material to show these modifications.
e. The Contracting Officer will evaluate "equal" products based on information provided by the offeror or identified in the offer and reasonably available to the Contracting Officer. **The Contracting Officer is not responsible for seeking out or obtaining information not identified by the offeror.**
f. Unless the offeror clearly states in its offer that the product offered is an "equal" product, the offeror shall provide the brand-name product referenced in the solicitation.

Volume 2 – Price

Contractor shall submit pricing on Section B.3 (Price/Cost Schedule); firm fixed unit pricing shall include all labor, overhead, profit, materials, and associated costs of delivery and installation of equipment and services. Pricing shall not be handwritten on Section B.3 (Price/Cost Schedule) due to readability issues.

The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

TECHNICAL QUESTIONS:

Technical questions shall be accepted by the Government in writing no later than 12:00pm Central Standard Time (CDT), August 5, 2026. Please list "Questions: Solicitation 36C25726Q0712" in subject line of e-mail and send to Shannon Robinson at shannon.robinson3@va.gov and Shannon Hodgson at shannon.hodgson@va.gov. Please reference the section of the solicitation/page number from which your question is derived.

Questions must be submitted in writing to the email addresses specified above to be answered in an amendment. An amendment to the solicitation will be posted answering questions submitted by potential offerors in accordance with this paragraph.

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-part-deviation-guide/far-overhaul-part-52# FAR 52 252 1 (FAR)

https://www.va.gov/oal/library/vaar/index.asp (VAAR)

FAR Number	Title	Date
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	OCT 2025
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (DEVIATION)	NOV 2025
52.225-18	PLACE OF MANUFACTURE	AUG 2018
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS NOTICE AND REPRESENTATION	JUN 2020

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

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

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

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

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

Small business concern—

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

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

Small disadvantaged business concern, means a small business concern that-

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 339113.

(2) The small business size standard is 800 Employees.

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

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

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

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

(c) *Representations*.

(1) The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

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

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

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

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

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

(d) *Notice*.

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the

WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

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

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

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

(End of Provision)

E.4 52.225-2 BUY AMERICAN CERTIFICATE (OCT 2022)

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

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

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

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

(b) Foreign End Products:

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

[*List as necessary*]

(c) Domestic end products containing a critical component:

Line-Item No.

[*List as necessary*]

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

E.5 52.252-2 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any VAAR (48 CFR Chapter 8) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

(End of Addendum to 52.212-1)

E.6 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

Technical and Price

Evaluation of quotes will be conducted using Simplified Acquisition Procedures in accordance with RFO FAR 12.203 Evaluation of Quotes.

Basis for Award:

The Government will award a Firm-Fixed Price contract that represents the best benefit to the Government at a price that can be determined fair and reasonable, based on price and other factors. Offeror quotes shall be evaluated under RFO FAR 12.203, Comparative Evaluation. Comparative Evaluation is the side by side pairwise comparison of quotes based on factors resulting in a Contracting Officer decision for the quote most favorable to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation.

Please read each section below carefully for the information on evaluation. Offers missing the requested information from the Addendum to FAR 52.212-1, Instructions to Offerors, may be considered non-compliant and your quote may be removed from the evaluation process.

Factor 1 -Technical Capability

<u>Technical Capability:</u>

The Government will evaluate each offer in accordance with the requirements of the solicitation/Statement of work to include technical capability and delivery. Quoter's technical information will be evaluated for completeness first (whether the quote includes the information requested in the instructions to quoters section of the solicitation) and then determine whether the quote demonstrates that the quoter can satisfactorily meet the Government's requirements as outlined in the solicitation. Incomplete quotes may not be considered for award. Vendor's with technical volumes that are determined not technically capable will not be evaluated further.

After comparing to the standard, quotes will be compared to each other for relative merit in their approach and overall quality to ensure the best value to the Government.

Factor 2 – Price

Price:

After evaluating prices and comparing with all quotes, the overall comparison of the technical volume will be considered. If the price of the higher rated quotes is higher, the Government will determine if the additional value of the higher rated quotes is worth the level of premium imposed by the higher price.

(b) The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. The Government is not obligated to determine a competitive range; conduct discussions with all contractors; solicit final revised quotes; or use other techniques associated with FAR Part 15. The contracting techniques associated with FAR Part 15 are not mandatory.

By submission of its offer, the Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors.

(End of Provision)

End of Document