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

1. REQUISITION NO.	PAGE 1 OF
674-26-4-3484-0166	51

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C25726Q0441	07-15-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Michelle Cunningham	254-408-1652	07-24-2026 1:00 PM 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

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

NAICS: 339113

SIZE STANDARD: 800 Employees

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

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

15. DELIVER TO — CODE 36C257

Department of Veterans Affairs
Central Texas Veteran Health Care System
1901 Veterans Memorial Drive
Building 2
Temple, Texas 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 (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contractor shall provide the mobility stretchers as required by the SOW. This is an acquisition IAW RFP Part 12. Refer to solicitation instructions and evaluation factors pages 40 and 43. Offerors must complete and return all information designated in Section E prior to the time specified in block 8 of Page 1 Blocks 30a,30b and 30C on pg. 1 must be completed and signed to be considered for award. Site Visit is scheduled for Tuesday, 21 July 2026 9:00 AM CDT (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

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

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

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

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

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

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

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B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

_____

_____

_____

b. GOVERNMENT: Contracting Officer 36C257

Department of Veterans Affairs

Network Contracting Office 17

5441 Babcock Road Ste. 302

San Antonio Tx 78240

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] Monthly

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 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SINGLE LUMOS LIGHTHEAD WITH 35" RADIAL ARM PN: L5-35 Contract Period: Base POP Begin: 08-15-2026 POP End: 08-14-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: L5-35	10.00	EA	_____	_____
0002	LUMOS INSTALL KIT 3, ONE L5PS, TWO L5PS-B, BACKBOX (B9-210-57-2) PN: PIK-L3 Contract Period: Base POP Begin: 08-15-2026 POP End: 08-14-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: PIK-L3	9.00	EA	_____	_____
0003	VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 28" (INCLUDED) PN: B2-452-33-28 Contract Period: Base POP Begin: 08-15-2026 POP End: 08-14-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: B2-452-33-28	18.00	EA	_____	_____
0004	LUMOS L5 LCD WALL CONTROL, VER.2 PN: B9-725-01-1 Contract Period: Base POP Begin: 08-15-2026 POP End: 08-14-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: B9-725-01-1	12.00	EA	_____	_____
0005		20.00	EA	_____	_____

SKYTRON ADAPTER PLATE PN: SKY-ADP-PLT
Contract Period: Base
POP Begin: 08-15-2026
POP End: 08-14-2027
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
LOCAL STOCK NUMBER: SKY-ADP-PLT

0006		6.00	EA	_____	_____

DUAL LUMOS LIGHTHEADS WITH 43" AND 35" RADIAL ARMS PN: L55-43/35
Contract Period: Base
POP Begin: 08-15-2026
POP End: 08-14-2027
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
LOCAL STOCK NUMBER: L55-43/35

0007		8.00	EA	_____	_____

VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 22" (INCLUDED) PN: B2-452-33-22
Contract Period: Base
POP Begin: 08-15-2026
POP End: 08-14-2027
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
LOCAL STOCK NUMBER: B2-452-33-22

0008		1.00	EA	_____	_____

DUAL LUMOS LIGHTHEADS WITH 79" AND 59" RADIAL ARMS PN: L55-79/59
Contract Period: Base
POP Begin: 08-15-2026
POP End: 08-14-2027
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing
PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies
LOCAL STOCK NUMBER: L55-79/59

0009		1.00	EA	_____	_____

VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 15" (INCLUDED) PN: B2-452-33-15
Contract Period: Base
POP Begin: 08-15-2026
POP End: 08-14-2027
PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and

	Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: B2-452-33-15				
0010	VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 9" PN: B2-452-33-9 Contract Period: Base POP Begin: 08-15-2026 POP End: 08-14-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: B2-452-33-9	1.00	EA	_____	_____
0011	SINGLE LUMOS LIGHTHEAD WITH SINGLE 79" RADIAL ARM PN: L5-79 Contract Period: Base POP Begin: 08-15-2026 POP End: 08-14-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: L5-79	1.00	EA	_____	_____
0012	DUAL LUMOS LIGHTHEADS WITH 35" AND 27" RADIAL ARMS PN: L55-35/27 Contract Period: Base POP Begin: 08-15-2026 POP End: 08-14-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: L55-35/27	3.00	EA	_____	_____
0013	LUMOS INSTALL KIT 2, ONE L5PS, ONE L5PS-B, BACKBOX PN: PIK-L2 Contract Period: Base POP Begin: 08-15-2026 POP End: 08-14-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: PIK-L2	3.00	EA	_____	_____

0014		1.00	EA	_____	_____
	VERITCAL SUPPORT TUBE LFS FLAT SCREEN UPPER 16" PN: B2-452-33-16 Contract Period: Base POP Begin: 08-15-2026 POP End: 08-14-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: B2-452-33-16				
0015		1.00	EA	_____	_____
	VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 10" PN: B2-452-33-10 Contract Period: Base POP Begin: 08-15-2026 POP End: 08-14-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: B2-452-33-10				
0016		1.00	EA	_____	_____
	INSTALLATION, INSPECTION, WARRANTY, DE-INSTALLATION, MOBILIZATION, AND DISPOSAL. PN: SERV 926-11 Contract Period: Base POP Begin: 08-15-2026 POP End: 08-14-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies LOCAL STOCK NUMBER: SERV 926				
				GRAND TOTAL	_____

B.3 STATEMENT OF WORK

Statement of Work Surgical Lights

BACKGROUND: The surgical headlights in the Operating Room have reached their end-of-life and require replacement to mitigate potential patient safety risks. Given the high-volume nature of the OR and the need to minimize downtime, we are seeking a swift and minimally disruptive solution that will upgrade the existing lighting system with modern, reliable alternatives, thereby extending the lifespan of the surgical lighting infrastructure.

1. SCOPE OF WORK: Provide all necessary labor, materials, and services to perform the following work at Olin E. Teague Medical Center OR:
    a. Delivery, installation, and inspection of new Surgical Lights. To include but not limited to any patch work and electrical work;
    b. Provision of warranty for the new Surgical Lights;
    c. De-installation, mobilization, and disposal of existing surgical lights currently in use; and
    d. All work shall be performed with minimal disruption to hospital operations and patient care, with little to no construction or downtime required.
    e. Follow level 4 requirements on PCRA/ICRA (see attached VHA ICRA-1.2)
    f. Site Visits are not mandatory, but encouraged for assessment of the lights location. Site visit is schedule as indicated in Page 1 block 20 or as indicated in amendments to the solicitation. Site visit attendants will contact Michelle Cuningham michelle.cunningham@va.gov and Frank Mendoza francisco.mendoza@va.gov via email to establish a headcount prior to the site visit. Site Visit address is

        Central Texas Veterans Health Care System
        1901 Veterans Memorial Drive
        Temple, TX 76504

All work is to be performed in accordance with applicable laws, regulations, and industry standards to include VA requirements and standards.

2. TECHNICAL REQUIREMENTS
    a. All electrical equipment shall meet applicable national electrical codes and hospital electrical safety requirements (e.g., NFPA 70/99 where applicable) and be suitable for use in a surgical environment.
    b. Light sources shall be designed for surgical task lighting, with low radiated heat to surgical field and staff.
    c. Clear maintenance and replacement strategy from manufacturer.
    d. Maximum input power per lighthead shall be specified, and overall system shall prioritize energy efficiency while meeting optical requirements.

e. Configuration shall match existing clinical and structural layout (e.g., single, double, or triple-head ceiling-mounted system with optional monitor/arm accessories), with full articulation for head, arm, and yoke.
f. Ceiling mounts and support structures shall be engineered to accommodate weight and torque of the complete system, with seismic and structural calculations as required by local code.
g. Intensity, color temperature, and pattern size shall be adjustable from both the sterile lighthead handle and a control panel.
h. Lightheads shall be easily repositioned with one hand using sterile handles, with smooth, drift-free movement and stable positioning under normal use.
i. All exposed surfaces shall be smooth, cleanable, and resistant to hospital-grade disinfectants, with no exposed fasteners or dirt-trapping crevices in routine contact areas
j. Provide all applicable safety signage and barricades, according to ICRA standards (VHA Infection Control Risk Assessment for Construction, Renovation and Maintenance), applicable to OSHA, VHA and DOD regulations. Contractor shall comply with VHA DIRECTIVE 2004-012 and all VA Center Policy Memorandums, including but not limited to the following:
k. Protection of patients, visitors, and employees from traumatic injury, as well as occupational and facility–associated infections. Compliance with OSHA and State construction safety regulations. Construction contracts require that the general contractor's on-site "competent person" have completed the OSHA 30-hour construction worker course and that all other general and sub-contractor's workers have completed the OSHA 10-hour construction worker course or other relevant competency training. The determination for training is based on the project hazards and complexity, State and Federal regulations and VA requirements. Verification of completion of training will be required prior to performing work. Required to submit a safety plan for VA review and approval prior to the performing work.
l. Compliance with EPA and State environmental regulations.

3. DELIVERABLES

Description By Rooms	Quantity
Single Lighthead with 35" Radial Arm Install Kit 3 with custom panels VERTICAL SUPPORT TUBE LFS FLAT SCREENUPPER 28" LCD Wall Control Adapter Plate	2
Single Lighthead with 35" Radial Arm VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 28" Adapter Plate	2

Dual Lightheads with 43" and 35" Radial Arms, Install Kit 3, with custom panels VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 28", VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 22 LCD Wall Control Adapter Plate	6
Single Lighthead with 35" Radial Arm VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 28 Adapter Plate	6
Dual Lightheads with 79" and 59" Radial Arms Install Kit 3, with custom panels VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 15" VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 9" LCD Wall Control Adapter Plate	1
Single Lighthead with Single 79" Radial Arm Vertical SUPPORT TUBE LFS FLAT SCREEN UPPER 16" Adapter Plate	1
Dual Lightheads with 35" and 27" Radial Arms Install Kit 2, with custom panels VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 28" VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 22" LCD Wall Control Adapter Plate	2
Dual Lightheads with 35" and 27" Radial Arms	1

Install Kit 2, with custom panels VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 16" VERTICAL SUPPORT TUBE LFS FLAT SCREEN UPPER 10" LCD Wall Control	
Services for Installation, Inspection, warranty, de-installation, mobilization, and disposal for each room	1

VHA Infection Control Risk Assessment

for Construction, Renovation and Maintenance

Introductory Information and Instructions

Use this template as a baseline for performing facility Infection Control Risk Assessments (ICRAs) for construction, renovation, and maintenance work (referred to as the “activity” in this document). The template provides minimum requirements for categorizing activity types and patient risk to determine

the level of precautions needed to prevent infection risks. Facilities may customize this template to incorporate site-specific information and/or to add more stringent criteria.

This VHA ICRA template pertains specifically to infection prevention. It must be used if required by the VHA Pre-Construction Risk Assessment (PCRA) for the activity. *NOTE: The PCRA addresses other activity-related safety concerns (e.g., vibration, noise, hazardous materials) outside the scope of the ICRA.*

To complete the template:

1. Use **Table 1** to identify the category of the construction, renovation and/or maintenance activity.
2. Use **Table 2** to identify the areas affected by the activity.
3. Use **Table 3** to identify the overall patient risk category that will be affected by the activity.
4. Use **Table 4** to determine the level of infection prevention and control precautions needed for the activity.

Once all 4 steps above are completed: Refer to **Table 5** for the minimum required control measures for the level of infection prevention and control precautions needed for the activity. Refer to **Table 6** for the minimum infection prevention and control measures required on completion of the activity.

PERMIT: See the last page of this document for a fillable permit form to be used for posting at the activity site as needed.

Table 1 - Construction, Renovation, and/or Maintenance Activity Category

NOTE: *If any of the bulleted criteria in a higher activity category pertains to the work that will be done (even if the other criteria are in a lower category), use the higher activity category for the VHA ICRA.*

Activity Category determined from Table 1 (*A, B, C, or D*): ☐

Category A	**Inspection and/or facility upkeep generally defined as follows**: • Work can be completed in a single shift, not to exceed 10 hours. • Patients and/or employees may be in the area depending on the activity. • Work that does not create dust or debris. • Removal of ceiling tile or access to mechanical or electrical chase for visual inspection limited to 1 tile per 50 square feet with limited exposure time (not to exceed an hour for each tile) within the shift. • Minor interior updates (e.g., replacing floor or ceiling tiles, carpentry work to include hanging signage, and painting without sanding) that do not create dust or debris. • Limited building system maintenance such as basic plumbing on potable systems (e.g., faucet replacement) or basic electrical work such as replacement of light bulbs, receptacles, or switches.
Category B	**General maintenance and repair work generally defined as follows:** • Prolonged inspection and work that may take longer than a single shift but not exceeding a week. • Patients and employees are not to be in the area until activity is completed. • Work that creates minimal dust and debris. • Interior finish or surface repairs, updates, or modifications such as repair of firewalls and barriers, and new flooring that produces minimal dust and debris. Controlled sanding activities (e.g., wet or dry sanding) that produce minimal dust and debris. • Plumbing work such as installation or replacement of a single fixture or piping for a single fixture. Any work on sanitary plumbing including snaking of drains. • Electrical work such as installation of cabling/wiring/conduit for a single device, installation of new device such as a light fixture that produces minimal dust and debris. • Air Handler and/or fan shutdown/startup and HVAC work such as replacement of a single diffuser, single terminal unit or a single device that produces minimal dust and debris.
Category C	**Small-scale construction, renovation, or maintenance generally defined as follows**: • Work requiring longer than a single week to complete but not exceeding 6 months. • Patients and employees are not to be in the area until activity is completed. • Demolition/removal of preexisting floor covering, casework, lay-in ceiling, or other architectural elements. • Demolition/removal of more than 32 ft^2 of drywall/framing, hard ceilings, and doors/framing and minimal infrastructure such as electrical circuits and branch piping. • Installation of new walls, ceilings and doors including framing, drywall/plaster and associated work. • Plumbing work such as the installation of new sinks, showers and toilets and associated plumbing. • Shut down of sections of potable water systems. • Electrical work such as installation of conduit and wire for lighting, receptacles and switches for an area, the installation of conduit and wire for new devices such as terminal units, fans etc. • Modification of existing fire alarm and suppression systems. • Mechanical work such as the installation of ductwork, diffusers, and terminal units for an area.

Category D	**Large-scale construction, renovation, or maintenance generally defined as follows**:
	• Work exceeding 6 months in duration.
	• Patients and employees are not to be in the area until activity is completed.
	• Large-scale demolition of building components and infrastructure including removal of multiple doors, walls, framing, ceilings, flooring, piping, electrical and HVAC.
	• The installation building components such as new walls, ceilings and doors including framing, drywall and associated plaster work.
	• Plumbing work such as the installation of:
	  ○ new medical gas systems,
	  ○ steam/heating hot water, condensate systems,
	  ○ multiple sinks, showers and toilets including associated plumbing.
	• Shutdown of potable water, steam/heating hot water, condensate, and medical gas systems.
	• Electrical work such as installation of electrical feeders, distribution panels, conduit and wire for lighting, receptacles and switches for an area, the installation of conduit and wire for new devices such as terminal units, fans etc.
	• Installation of fire alarm and suppression systems.
	• Electrical shutdown of multiple panels.
	• Mechanical work such as the installation of air handling equipment, associated ductwork, diffusers, heat exchangers, terminal units and controls.

Table 2 - Affected Area Assessment

Identify the areas and associated patients that will be affected by the construction/renovation/maintenance activity (see the Figure for a visual representation of adjacent affected areas).

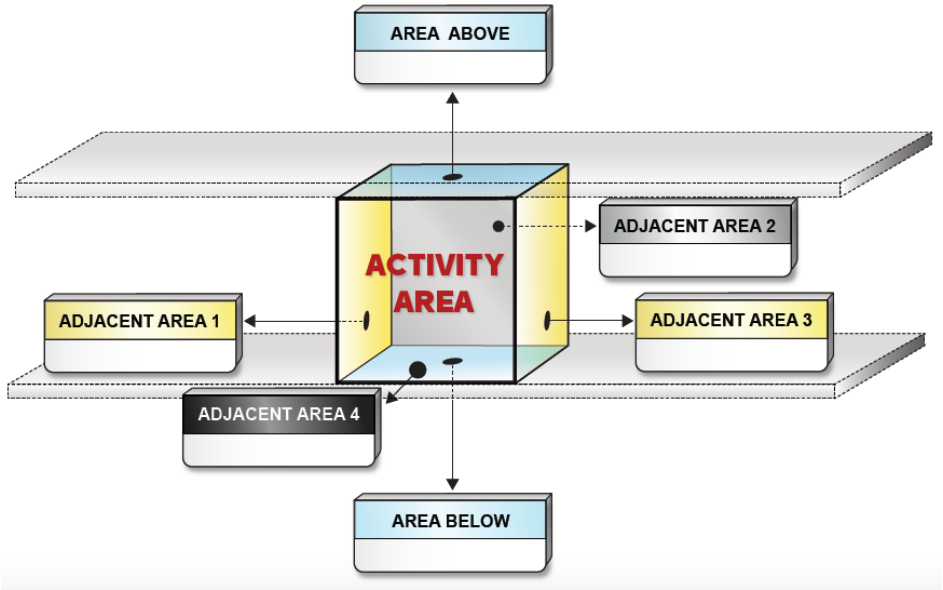

Figure: Isometric drawing of affected area assessment

Area	Service(s)/Type(s) of Area(s) *(e.g., OR, Unit/Ward, Sterile Processing, Administrative, etc.)**	Point of Contact (POC)	POC Contact Information
Activity Area**			
Area Above			
Area Below			
Adjacent Area 1			
Adjacent Area 2			
Adjacent Area 3			
Adjacent Area 4			

* There may be more than one Service/type of area for each row. List all.

** List the area(s) in which the construction/renovation/maintenance activity will occur. ***NOTE: When the Activity Category is B, C, or D, the control measures are determined by the Patient Risk in the adjacent affected areas.***

Table 3 - Patient Risk Category

Using Table 3, identify the patient risk category for each area listed in Table 2. Of the patient risk categories identified, select the one with the greatest risk as the overall Patient Risk Category for the activity.

Overall Patient Risk Category determined from Table 3 (*Low, Medium, High, or Highest*):

Low Risk	Medium Risk	High Risk	Highest Risk
Non-patient care areas such as:	Patient care support areas such as:	Patient care areas such as:	Procedural, invasive, sterile support and highly compromised patient care areas such as:
• Public hallways and gathering areas not in clinical areas • Office areas not in clinical areas • Breakrooms not in clinical areas • Bathrooms or locker rooms not in clinical areas • Mechanical/electrical rooms not in clinical areas	• Waiting areas • Clinical engineering (biomedical) • Materials management • Sterile processing department – dirty side • Kitchen, cafeteria, gift shop, coffee shop, and food kiosks	• Patient care rooms and areas, including spinal cord injury units • All acute care units, including mental health • All outpatient units and clinics • Emergency department • Community Living Centers, domiciliaries, and transitional residences • Employee health • Pharmacy – general work zone • Medication rooms and clean utility rooms • Imaging suites – diagnostic imaging • Laboratory	• All transplant units • All intensive care units • All oncology units and chemotherapy/infusion centers • OR theaters and restricted areas • Hemodialysis units • Procedural rooms* • Pharmacy compounding area • Sterile processing department – clean side • Transfusion services • Imaging suites – interventional imaging • Dedicated isolation wards/units for infectious diseases

* Procedural Rooms are designated for the performance of patient care activities that may require high-level disinfected or sterile instruments and some environmental controls but is not required to be performed with the environmental controls of an operating room (OR). The room is intended for procedures that are performed in an aseptic surgical field and penetrates the protective surfaces of a patient's body (e.g., subcutaneous tissue,

mucous membranes, cornea) or entry into or opening of a sterile body cavity. Examples of these spaces include, and are not limited to, Cardiac Catheterization Suites, Electrophysiology Suites, Endovascular/GI Suites, Angio Suites and other spaces which may have high risk patient populations.

Table 4 - Level of Infection Prevention and Control Precautions

Match the Overall Patient Risk Category (*Low, Medium, High, Highest*) determined from Table 3 with the planned Construction/Renovation/Maintenance Activity Category (*A, B, C, D*) from Table 1 to determine the minimum Level of Infection Prevention and Control Precautions (*I, II, III, or IV*) using Table 4 below.

Level of Precautions determined from Table 4 (*I, II, III, or IV*): ☐

Patient Risk Category	**Activity Category**			
	A	**B**	**C**	**D**
Low Risk	I	II	II	III
Medium Risk	I	II	III	IV
High Risk	I	II	IV	IV
Highest Risk	II	III	IV	IV

An infection prevention and control permit is required for Level III and Level IV. Consult with Infection Prevention and Control for Level I and Level II.

Environmental conditions that could affect human health, such as sewage, mold, asbestos, gray water, and black water will require a Water intrusion/Mold ICRA from Safety and Industrial Hygiene.

Table 5 - Required Infection Prevention and Control Measures, by Level of Precautions

Controls defined below for the Level of Precautions identified for the activity must be in place before the activity begins and maintained until work is completed and the area is activated. Control measures for each Precaution Level must also include the control measures in the preceding Level(s).

As the activity progresses, a full re-evaluation of remaining activity type and patient risk is required prior to downgrading the Level of Precautions.

Level of Precautions	Control Measures
Level I	1. Perform work activity in a manner that does not create dust. 2. Immediately replace any ceiling tile, close access panels, etc., upon completion of work. 3. Any materials and equipment being brought into the facility must be free of contaminants and loose material.
Level II	**All control measures in Level I and the following:** 1. Provide active means to control airborne dust from dispersing into occupied areas and/or water mist surface to control dust (e.g., Mobile Dust Containment Cart or some other system). 2. Ensure worker clothing is clean and free of visible dust before leaving the work area. 3. Remove or isolate air diffusers (supply and return) to protect the HVAC system from dust and reduce air turbulence. Rebalance system to address diffuser isolation. 4. When the work involves or impacts potable water systems including stagnation due to reduced usage, the piping shall be flushed twice a week or isolated from the main system. 5. Seal doors to prevent dust migration. 6. Contain all trash and debris in the work area. Perform daily cleaning and disposal of trash (covered) from work area using an identified exit route. 7. Any equipment, tools, or materials removed from the work area must be in sealed containers and/or cleaned of dust and debris prior to removal from the area. 8. Nonporous/smooth and cleanable containers (with a hard lid) must be used to transport trash and debris from the construction areas. These containers must be damp-wiped cleaned and free of visible dust/debris before leaving the contained work area. 9. Install a sticky (dust collection) mat at entrance of contained work area based on facility policy. Sticky mats must be changed routinely and when visibly soiled. 10. Maintain clean surroundings when area is not contained by damp mopping or HEPA vacuuming surfaces at least daily. 11. Patient care supplies and equipment are relocated or protected from dust exposure with a non-porous cover. 12. Cart to be kept inside the room or containment when at all possible; if outside the room it must be covered and access restricted.
Level III	**All control measures in Levels I and II and the following:** 1. Ensure availability of equipment for cleaning hands. 2. Construct and complete critical barriers meeting NFPA 241 requirements. Barriers must extend to the ceiling or if ceiling tile is removed, to the deck above. 3. All (plastic or hard) barrier construction activities must be completed in a manner that prevents dust release. Plastic barriers must be effectively affixed to floor and ceiling (or floor/roof deck above) and secure from movement or damage. 4. Seal all penetrations in containment barriers, including floors and ceiling, using approved materials (UL schedule firestop if applicable for barrier type). 5. Maintain .01 inches /water gauge negative pressurization of the entire workspace by use of HEPA exhaust air systems directed outdoors, or comply with the alternative method outlined in Appendix A of this document. These control measures must be maintained continuously 24/7 for the duration of the project. HEPA filtered exhaust if discharged directly to the outdoors must be at a distance of 25 feet or greater from entrances, air intakes and operable windows. Exhausting discharged air into shared or recirculating HVAC systems, or other shared exhaust systems (e.g., bathroom exhaust) is prohibited.

	6. Install a differential pressure sensing device (e.g., magnehelic, manometer, or digital monitoring) on exterior of work containment to continually monitor and document negative pressurization. The “ball in the wall” or similar apparatus are not acceptable. 7. Change air scrubber filters per manufacturer’s instructions.
Level IV	**All control measures in Levels I, II and III and the following:** 1. Barriers must be hard barriers unless temporary to install final barrier. 2. Containment must include an anteroom to ensure pressure control. Anteroom must be large enough for equipment staging, cart cleaning, workers’ PPE and cleaning. 3. Worker clothing and/or PPE must be removed or clean and free of visible dust before leaving the work area anteroom. HEPA vacuuming of clothing or use of cover suits is acceptable. 4. Workers must wear shoe covers or have a method to clean shoes in anteroom. Shoe covers must be removed prior to exiting the anteroom to the occupied space (non-work area). Damaged shoe covers must be changed immediately.

Table 6 - Minimum Infection Prevention and Control Measures Required Upon Completion of the Activity

Controls defined below shall be completed upon completion of the activity and inspected prior to terminating measures defined in Table 5.

Level of Precautions	Measures
Levels I - II	**Cleaning:** 1. Clean work areas including all environmental surfaces, high horizontal surfaces and flooring materials. 2. Check all supply and return air registers for dust accumulation on upper surfaces as well as air diffuser surfaces. **HVAC Systems:** 1. Remove isolation of HVAC system in areas where work is being performed. Verify that HVAC systems are clean and operational. 2. Verify the HVAC systems meet original airflow and air exchange design specifications. **Water systems:** 1. Until the potable water system is activated and in use, flushing shall continue at least twice per week in accordance with VHA Directive 1061.
Levels III - IV	Construction areas must be inspected by an infection preventionist and engineering representative (and others as determined by the facility) for final activity/project close out and removal of infection prevention and control measures. **Work Area Cleaning:** 1. Clean work areas including all environmental surfaces, high horizontal surfaces and flooring materials. 2. Check all supply and return air registers for dust accumulation on upper surfaces as well as air

	diffuser surfaces. 3. Terminal cleaning to be performed by EMS. **Removal of Critical Barriers:** 1. Critical barriers must remain in place during all work involving drywall removal, creation of dust and activities beyond simple touch-up work. The barrier may NOT be removed until a work area cleaning has been performed. Additional cleaning may be needed after removal of barrier. 2. All (plastic or hard) barrier removal activities must be completed in a manner that prevents dust release. Use the following precautions when removing hard barriers: i. Carefully remove screws and painter tape. ii. If dust will be generated during screw removal, use hand-held HEPA vacuum. iii. Drywall cutting is prohibited during removal process. iv. Clean all stud tracks with HEPA vacuum before removing outer hard barrier. v. Use a plastic barrier to enclose area if dust could be generated. **Negative Air Requirements:** 1. The use of negative air must be designed to remove contaminants from the work area. 2. Negative air devices (fans, filters, monitoring and documentation equipment) must remain operational at all times and in place for a period after completion of dust creating activities to remove contaminants from the work area and before removal of critical barriers. **HVAC systems:** 1. Upon removal of critical barriers, remove isolation of HVAC system in areas where work is being performed. 2. Verify that HVAC systems are clean and operational. 3. Verify and document through a TAB the HVAC systems meets original airflow and air exchange design specifications. **Water systems:** 1. Until the potable water system is activated and in use, flushing shall continue at least twice per week in accordance with VHA Directive 1061. Use attached file for flushing documentation

Infection Prevention and Control
Construction/Renovation/Maintenance Permit

This page must be posted at the entrance to the project area for Level III and Level IV activities.

Unique permit number:			
Location of construction/renovation/maintenance			
Project manager		Project start date	
Contact phone number		Completion date	
Contractor		Permit expiration date	

Activity Category (*A, B, C, or D*)		Overall Patient Risk Category (*Low, Medium, High, or Highest*)		Level of Infection Prevention and Control Precautions (*I, II, III, or IV*)	

Level of Precautions	Control measures to be in place for the duration of the activity *(Check the box for the activity's Level of Precautions to indicate the Control Measures)*
Level I ☐	1. Perform work activity in a manner that does not create dust. 2. Immediately replace any ceiling tile, close access panels, etc., upon completion of work. 3. Any materials and equipment being brought into the facility must be free of contaminants and loose material.
Level II ☐	**All control measures in Level I and the following:** 1. Provide active means to control airborne dust from dispersing into occupied areas and/or water mist surface to control dust (e.g., Mobile Dust Containment Cart or some other system). 2. Ensure worker clothing is clean and free of visible dust before leaving the work area. 3. Remove or isolate air diffusers (supply and return) to protect the HVAC system from dust and reduce air turbulence. Rebalance system to address diffuser isolation. 4. When the work involves or impacts potable water systems including stagnation due to reduced usage, the piping shall be flushed twice a week or isolated from the main system 5. Seal doors, to prevent dust migration. 6. Contain all trash and debris in the work area. Perform daily cleaning and disposal of trash (covered) from work area using an identified exit route. 7. Any equipment, tools, or materials removed from the work area must be in sealed containers and/or cleaned of dust and debris prior to removal from the area. 8. Nonporous/smooth and cleanable containers (with a hard lid) must be used to transport trash and debris from the construction areas. These containers must be damp-wiped cleaned and free of visible dust/debris before leaving the contained work area. 9. Install a sticky (dust collection) mat at entrance of contained work area based on facility policy. Sticky mats must be changed routinely and when visibly soiled. 10. Maintain clean surroundings when area is not contained by damp mopping or HEPA vacuuming surfaces at least daily. 11. Patient care supplies and equipment are relocated or protected from dust exposure with a non-porous cover.
Level III ☐	**All control measures in Levels I and II and the following:** 1. Ensure availability of equipment for cleaning hands. 2. Construct and complete critical barriers meeting NFPA 241 requirements. Barriers must extend to the ceiling or if ceiling tile is removed, to the deck above. 3. All (plastic or hard) barrier construction activities must be completed in a manner that prevents dust release. Plastic barriers must be effectively affixed to floor and ceiling (or floor/roof deck above) and secure from movement or damage. 4. Seal all penetrations in containment barriers, including floors and ceiling, using approved materials (UL schedule firestop if applicable for barrier type). 5. Maintain .01 inches /water gauge negative pressurization of the entire workspace by use of HEPA exhaust air systems directed outdoors, or comply with the alternative method outline in Appendix A of the VHA ICRA template. These control measures must be maintained continuously 24/7 for the duration of the project. Exhausting discharged air into shared or recirculating HVAC systems, or other shared exhaust systems (e.g., bathroom exhaust) is prohibited. **Check box to indicate exhaust method:** Exterior ☒ Alternative Interior Method ☐ 6. Install a differential pressure sensing device (e.g., magnehelic, manometer, or digital monitoring) on exterior of work containment to continually monitor and document negative pressurization. The "ball in the wall" or similar apparatus are not acceptable 7. Change air scrubber filters per manufacturer's instructions.
Level IV	**All control measures in Levels I, II and III and the following:** 1. Barriers must be hard barriers unless temporary to install final barrier.

☒	2. Containment must include an anteroom to ensure pressure control, Anteroom must be large enough for equipment staging, cart cleaning, workers' PPE and cleaning. 3. Worker clothing and/or PPE must be removed or clean and free of visible dust before leaving the work area anteroom. HEPA vacuuming of clothing or use of cover suits is acceptable. 4. Workers must wear shoe covers or have a method to clean shoes in anteroom Shoe covers must be removed prior to exiting the anteroom to the occupied space (non-work area). Damaged shoe covers must be changed immediately.

Additional requirements:			
Project Manager signature		Date	
Infection Preventionist signature		Date	

Appendix A: Alternative To Outdoor Exhaust Requirements

This Appendix provides an equivalent ICRA control measure to requirements detailed in this VHA ICRA template (Table 5 Level III, item 5) that would allow interior construction space exhaust.

Interior Construction Space Exhaust:

If the facility is not able to exhaust to the building exterior, the Healthcare Environment and Facilities program office has identified an alternate industry-recognized standard interior exhaust procedure that is accepted as providing an equivalent level of infection prevention and control (IPC), and safety. The alternate interior exhaust procedure is implemented by completing the following:

a. If exhaust is directed indoors, then the system must be HEPA filtered. Prior to start of work, including assembly of the ICRA barriers, initial baseline air sampling measurements for particulate levels must be taken in the planned area of discharge. Once containment is erected and completed, HEPA filtration must then be verified by particulate measurement, using a particle counter with multi-channel capabilities to measure down to 0.3 microns, to confirm that the discharge of the HEPA unit does not exceed the baseline particulate count of the area to which the exhaust is directed. Verification must continue at least three times per day (once every 8 hours), 7 days per week, during the use of the negative air machine and HEPA filter. Any exceedance must trigger a work stoppage and an immediate response and resolution. All particulate measurements, including the baseline measurement, must be documented and retrievable.
b. To accommodate the sampling, the negative air pressure machine must be fitted with a 2 ft section of ridged ductwork at the discharge. The sample port for monitoring must be in the ridged ductwork section.
c. Vapor generating processes must be assessed and appropriate filtration must be installed to mitigate transmission to the facility.
d. Engineering must do a complete flow and pressure analysis and document the area to which the air is being discharged to ensure the flow and pressure relationships in that area are not being adversely impacted by the additional flow.

Ideally, this is done as part of the construction package to ensure the design is implementable and no additional HVAC changes are required to accommodate the exhaust from the negative air equipment.

e. Install device on exterior of work containment to continually monitor negative pressurization. To ensure proper pressure is continuously maintained, the device(s) shall have a visual pressure indicator, data collection and alarm.
f. Exhaust must be directed to Low Risk areas as defined in Table 3 in this VHA ICRA template. Ideally this discharge must be located so as not to impinge on high traffic areas or create a nuisance with noise or excessive airflow.
NOTE: *Exhaust into shared or recirculating HVAC systems, or other shared exhaust systems (e.g., bathroom exhaust) is not acceptable.*

g. Use form for logging readings:

Infection Control Orientation – Construction Service Workers

The goal of the Infection Control program is to identify and reduce the risks of acquiring and transmitting infections among patients, employees, physicians, and other licensed independent practitioners, contract service workers, volunteers, students, and visitors.

Handwashing is the best method of reducing the transmission of infection: always wash your hands with soap and water after visiting the restroom, before eating, when leaving the construction site.

During construction, renovation and minor improvement projects, hidden infectious disease hazards may be released into the air, carried on dust particles or on clothing – for example, fungal organisms such as, Aspergillus. Aspergillus species may be found in decaying leaves and compost, plaster and drywall, and settled dust. These organisms usually do not cause problems in healthy people, but a hospital is full of sick patients! Aspergillus and other fungal organisms can cause illness and even death in premature babies, transplant patients, cancer treatment patients, and patients with lung problems or poor immunity. Therefore, it is critical that you do your part to keep our patients, employees, and visitors as safe and healthy as possible. We, in turn, will make conditions as safe as possible for you.

1. Medical Waste:
   - *a.* We will remove any medical waste, including sharps containers (for used needles and syringes), from construction areas prior to the start of the projects, if applicable.
   - *b.* If you (contract workers) find any needles, syringes, sharp medical objects, please notify Infection Control (X41285 Temple or 53129-Waco or 54759-Austin) **IMMEDIATELY**.
2. Barrier Walls:
   - *a.* The construction areas MUST be kept separated from patient care areas by barriers that keep the dust and dirt inside the worksite.
   - *b.* The walls must provide a complete seal of the construction area from adjacent areas (walls may be rigid or 4 or 6 mil thickness plastic).
3. Environmental Control:
   - *a.* Negative air pressure must be **maintained** within the construction area when possible. If unable to maintain negative pressure a HEPA air-scrubber must be used and **left on for the duration of the project (24/7)**.
   - *b.* Demolition debris is removed in tightly fitted covered carts – use specified traffic patterns.
   - ***c.*** **Sticky or walk-off mats** are placed immediately outside the construction zone and **changed whenever necessary to control the spread of dust and dirt.**
   - *d.* Exterior window seals are to be used to reduce the amount of outside excavation debris coming into the building.
   - *e.* If demolition chutes are used, they must be sealed when not in use; the chute and damper should be sprayed with water, as necessary to maintain dust control.
   - *f.* Control, collection and disposal must be provided for any drain liquid or sludge found when demolishing plumbing.

4. Traffic Control:
   a. Use designated entry and exit procedures.
   b. Keep all egress pathways free of debris.
   c. No unauthorized personnel should be allowed to enter construction areas.
   d. Use designated elevators only.

5. Cleaning:
   a. Keep the construction area clean on a daily basis.
   b. Dust and dirt **must** be kept to a minimum.

6. Workers:
   a. Clothing must be free of loose soil and debris when exiting the construction area. Use personal protective equipment.

(End of Scope of Work)

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

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

(b) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

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

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

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

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

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

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

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

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

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

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

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment—*

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the

Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

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

(4) Addenda to this solicitation or contract,

(5) Solicitation provisions incorporated in the solicitation.

(6) Other paragraphs of this clause.

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

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period

required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(End of Clause)

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.2 **52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (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.3 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (NOV 2025) (DEVIATION)

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

(b) *Subcontracts*. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

C.4 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.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

FAR Number	Title	Date
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	MAR 2026
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.225-3	BUY AMERICAN—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
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

C.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001;

(2) *Designated agency* office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) *Invoice payment* has the meaning given in FAR 32.001; and

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

(End of Addendum to 52.212-4)

C.7 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.8 VAAR 852.212-71 GRAY MARKET AND COUNTERFEIT ITEMS (FEB 2023)

(a) No used, refurbished, or remanufactured supplies or equipment/parts shall be provided. This procurement is for new Original Equipment Manufacturer (OEM) items only. No gray market items shall be provided. Gray market items are OEM goods intentionally or unintentionally sold outside an authorized sales territory or sold by non-authorized dealers in an authorized sales territory.

(b) No counterfeit supplies or equipment/ parts shall be provided. Counterfeit items include unlawful or unauthorized reproductions, substitutions, or alterations that have been mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitutions include used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

(c) Vendor shall be an OEM, authorized dealer, authorized distributor, or authorized reseller for the proposed equipment/system, verified by an authorization letter or other documents from the OEM. All software licensing, warranty and service associated with the equipment/system shall be in accordance with the OEM terms and conditions.

(End of Clause)

C.9 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JAN 2023) (DEVIATION)

(a) In an effort to achieve socioeconomic small business goals, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business certification status and their proposed use of eligible certified service-disabled veteran-owned small businesses (SDVOSBs) and certified veteran-owned small businesses (VOSBs) as subcontractors.

(b) Eligible and certified service-disabled veteran-owned small businesses offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the certified Service-Disabled Veteran-Owned and Veteran-Owned Small Business Status evaluation factor. To receive credit, an offeror must be listed at the time of submission of offers and at time of award, as a certified SDVOSB/VOSB in the SBA certification database on the SBA Veteran Small Business Certification Program portal at *https://veterans.certify.sba.gov/* (see 13 CFR 128) and be otherwise eligible in accordance with SBA size standards for the acquisition and limitations on subcontracting requirements set forth in SBA regulations (see 13 CFR 121, 125 and 128.).

(c) Non-Veteran offerors proposing to use certified SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the certified SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be listed at the time

of submission of offers and at time of award, as a certified SDVOSB/VOSB in the SBA certification database.

(d) Pursuant to 38 U.S.C. 8127(g), any business concern that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB/VOSB status is subject to debarment for a period of not less than five years. This includes the debarment of all principals in the business.

(End of Clause)

C.10 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (OCT 2019)

(a) The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses (SDVOSBs) or veteran-owned small businesses (VOSBs) proposed as subcontractors in accordance with 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more SDVOSBs or VOSBs for subcontract work of the same or similar value.

(b) Pursuant to 38 U.S.C. 8127(g), any business concern that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB/VOSB status is subject to debarment for a period of not less than five years. This includes the debarment of all principals in the business.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 PARTICULAR COUNT SHEET.

D.2 BIWEEKLY WATER SAFETY FLUSHING LOG.

SECTION E - SOLICITATION PROVISIONS

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

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

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

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

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

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

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

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

(c) *Late submissions, modifications, revisions, and withdrawals of offers*.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

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

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of Provision)

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

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

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

Submission of Quotes:

(1) Quotes shall be received on or before the date and time specified in Block 8 of the SF1449. Note: Offers received after the due date and time may be considered for award.

(2) Offerors may submit their quotes electronically via email to Michelle Cunningham michelle.cunningham@va.gov and Frank Mendoza Contracting Officer at francisco.mendoza@va.gov. Offerors shall request confirmation that quotations have been received within five business days if no confirmation is returned by the Contract Specialist that

the quote and all associated attachments have been received by the Contract Specialist. Failure to request confirmation of quotation receipt within five business days may result in the quote not being considered for award. The submission should be clearly indexed and logically assembled in order of the evaluation factors as indicated below,

1. Technical Capability

2. Price

(3) Ensure your representations and certifications are complete in the System for Award Management (SAM)(https://www.sam.gov). Offerors are required to be registered in SAM at the time an offer or quotation is submitted in order to comply with the annual representations and certifications. Federal Acquisition Regulations require that federal contractors register in the SAM database at http://www.sam.gov and enter all mandatory information into the system. Award cannot be made until the contractor has registered. Offerors are encouraged to ensure that they are registered in SAM prior to submitting their quotation.

(4) Offerors shall fill in the complete address, phone number, and email address of the Offerors address in section B.1.

(5) Offerors must provide the following in their quote:

• Completed price schedule for all CLINS under B.2 Price Cost Schedule/Schedule of Services.

- Offerors shall indicate where the supplies End Items Country of Origin on FAR 52.225-6 Trade Agreements Certificate for all Line Items. For Domestic End Item Line Items Offerors will enter “NA”

(6). Offers received that do not comply with the terms and conditions of the solicitation and/or have missing documentation may be considered non-compliant and eliminated from evaluation.

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/

(End of Provision)

FAR Number	Title	Date
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
52.222-18	CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	FEB 2021
52.225-18	PLACE OF MANUFACTURE	AUG 2018
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

E.3 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government intends to award a single Firm Fixed Price contract resulting from this solicitation to the proposer responsible whose quote conforms with the solicitation. The Government will evaluate offers using the comparative evaluation process outlined in RFO FAR 12.203 (c) (2) , where offers will be compared to one another to determine which provides the best benefit to the Government. The Contracting Officer reserves the right to award without exchanges. Each initial offer should contain the offeror's best terms from a Technical Capability and Price standpoint. Award will be made as a result of a comparative evaluation to the Offeror that provides the Offer that is most advantageous to the Government. The following evaluation factors listed in descending order of importance will be used in evaluating the offeror's capability to provide the OR Lights Upgrade IAW the SOW:

FACTOR 1: Technical Capability :

FACTOR 2: Price :

- Pricing: Contractor shall submit unit prices rounded to the nearest hundredth. Please ensure unit price and total amounts are correct.

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

- Prices will be evaluated for completeness and reasonableness.

(b) The solicitation will be evaluated to determine if the offeror has complied with all requirements of the solicitation. Only those Offers determined capable of meeting the requirement of the Statement or Work all factors considered, either initially, or as a result of exchanges, will be eligible for award.

E.4 52.225-5 TRADE AGREEMENTS (NOV 2023)

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

"Caribbean Basin country end product"—

(1) Means an article that—

(i)(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna, prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at *https://www.usitc.gov/tata/hts/index.htm*. In particular, see the following:

(1) General Note 3(c), Products Eligible for Special Tariff treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States—Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States—Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)"), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) *Delivery of end products.* The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

(End of Clause)

E.5 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line item No.	Country of origin

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(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)

End of Document

Transport Stretchers