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

1. REQUISITION NO. 36C241-26-AP-2474



2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER 36C24126Q0470

6. SOLICITATION ISSUE DATE June 18 2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME Rashaun Thomas

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME 07-2-2026 4:30 PM EDT

9. ISSUED BY CODE

Department of Veterans Affairs
Regional Procurement Office (RPO) East
Network Contracting Office 1 (NCO 1)

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [X] 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: Y 800 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING N/A

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

15. DELIVER TO CODE

Department of Veteran Affairs
Veterans Health Administration (VHA)

16. ADMINISTERED BY CODE

Department of Veterans Affairs
Network Contracting Office 1 (NCO 1)
Contracting Officer (90C)
1 VA Center
Augusta ME 04330

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE

Department of Veterans Affairs
Financial Services Center
http://www.fsc.va.gov/einvoice.asp
See VAAR 852.232-72

PHONE: FAX:

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

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | Establish Blanket Purchase Agreements (BPA) or modify active BPAs in support of the Medical Surgical Prime Vendor Product Catalog for various medical product categories.<br><br>This Request for Quote (RFQ) is being issued under FAR 12. Evaluations of offers will be conducted using tiered evaluation procedures.<br><br>Completed quote sheets must be submitted to the Contracting Officer listed below NLT 4:30pm CST, July 2nd, 2026.<br><br>Contracting Officer: Rashaun Thomas (Rashaun.Thomas@va.gov)<br><br>The attached quote sheet is the ONLY method for submitting proposals. Please read the instructions carefully to ensure the quote sheet is complete, accurate and has zero errors (per the instructions included in the quote sheet).<br><br>Questions will be accepted NLT 3:00 PM, June 25th, 2026.<br>(Use Reverse and/or Attach Additional Sheets as Necessary) | | | | |

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

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

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

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN One 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) Rashaun Thomas

31c. DATE SIGNED

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# SECTION B - CONTINUATION OF SF 1449 BLOCKS

## B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

POC: _____

Phone: _____

Email: _____

b. GOVERNMENT: Contracting Officer 36C241 Medical/Surgical Prime Vendor (MSPV)

Department of Veterans Affairs

Regional Procurement Office (RPO) East

Network Contracting Office 1 (NCO 1)

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
[X] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] See Section B, Section I, E.1 for MSPV Invoices

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 |
|---|---|
| | |
| | |
| | |

# STATEMENT OF WORK

## Section I. Background

### A. Background

1. The U.S. Department of Veterans Affairs (VA), Veterans Health Administration (VHA) manages the United States' largest integrated healthcare system, providing care at 1,380 healthcare facilities, including 170 medical centers and 1,193 outpatient sites of care of varying complexity (VHA outpatient clinics), serving approximately 9.1 million enrolled Veterans each year. The healthcare system receives the majority of medical and surgical supply support through the Medical/Surgical Prime Vendor (MSPV) program.

2. MSPV Program will utilize Prime Vendor (PV) contracts for distribution and supply management services. Facilities will order from the MSPV Product List, which will be formed by awarding Blanket Purchase Agreements (BPA) to Original Equipment Manufacturers (OEM) and authorized suppliers of medical/surgical supplies (referred to as "Authorized Suppliers" herein). AbilityOne nonprofit agencies (NPA) will be awarded BPAs for items on the AbilityOne Procurement List (AB1 PL) and are considered the OEM or Authorized Supplier as applicable.

   All suppliers and resellers who participate in MSPV must be authorized to provide the supplies by the OEM. An Authorized Distributor Letter from the manufacturer shall be included with the response. See *Section III.A5. Supply Requirements* for specific requirements pertaining to the Authorized Distributor Letters.

3. This procurement may establish new Agreements and/or modify existing Agreements in direct support of the MSPV Program. This procurement is a key element in the success of the program as the Agreements will provide the mechanism that will supply medical/surgical supplies for distribution to VHA facilities located in the United States (US) and US Territories and Other Government Agencies (OGAs) as identified by VA (referred to as "facilities" herein). The MSPV Product List, current Prime Vendors, and current list of delivery locations can be found here:

   https://www.va.gov/opal/sac/mspv.asp

### B. Scope

1. The objective of this procurement is to establish Agreements and/or modify existing Agreements for MSPV Open Market and AbilityOne Procurement List medical/surgical supplies for nationwide usage. VHA aims to ensure availability and consistency of medical/surgical supplies and to obtain volume-based, standardized pricing. VHA desires to continue the practice of achieving cost avoidance while simultaneously balancing clinically driven strategic sourcing considerations for obtaining quality medical/surgical supplies.

2. The response to this solicitation will include proposed pricing for medical/surgical supplies the Offeror wishes to provide to the government from the list of items on the attached quote sheet.

3. An open market FAR Part 12 BPA will be established between the Authorized Supplier or AbilityOne NPA and the government under the terms and conditions incorporated in this BPA. This BPA does not obligate any funds and there is no obligation for the Government to place orders against this BPA.

4. Covered medical/surgical supplies eligible for order under MSPV are defined as medical, surgical, dental, and laboratory supplies. Supplies for covered products on the **AbilityOne** **Procurement List** on or before December 22, 2006, or a product or service that (1) is a replacement for a product or service on the commission's procurement list; (2) is essentially the same and meets the same requirements as the product or service being replaced, and
(3) meets the VA's quality standards and delivery schedule shall be awarded to AbilityOne NPAs.

    a. Items identified as "essentially the same" as a covered product on the AbilityOne Procurement List that have been solicited and/or identified on the MSPV PL shall be removed from the Open Market BPA holder's agreement.

5. New BPAs awarded as a result of this solicitation may be modified as additional supplies move through the evaluation process. BPAs will be administered by the VHA Office of Acquisitions and its assigned Contracting Officer (CO).

**C. Federal Acquisition Regulation (FAR) Requirements under FAR 12.201-1**

1. Extent of Obligation: Purchases for items on the MSPV Product list will be placed by the VHA healthcare facilities or authorized OGAs through the MSPV PVs.

2. Purchase Limitation: Purchases for items on the MSPV Product List will be placed with the PVs. Although there are currently no plans for the government to order directly against this BPA, if that occurs, the limit of that order may not exceed the threshold for use of simplified procedures at 12.201-1(a) (including the increased threshold at 12.001(c).

3. Individuals Authorized to Purchase Under the BPA: Purchases for items on the MSPV Product List will be placed through the PVs. Should it be necessary for the government to order directly against this BPA, a list of authorized individuals must be approved by VHA- Office of Acquisitions and MSPO.

**D. Type of Contract**

1. FAR Part 12.104 - Blanket Purchase Agreement (BPA) or FAR Part 8.103 - Ability One BPA.

2. A BPA or modification to an existing BPA does not obligate the Government to purchase any products awarded to any suppliers nor does it obligate funds.

3. An annual review of all BPAs will be conducted by the government to include a review of terms, conditions, and pricing.

4. The Government reserves the right to cancel or terminate a BPA with 30 days' written notice or upon bilateral agreement, whichever is sooner. Any cancellation or termination will be communicated to the BPA holder by the CO who administers the BPA.

**E. Invoice**

1. Th Inspection and acceptance shall be accomplished as follows: The Government, for all services furnished under any resulting order, hereby designates the COR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward

the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report. Government reserves the right to cancel or terminate a BPA with 30 days' written notice or upon bilateral agreement, whichever is sooner. Any cancellation or termination will be communicated to the BPA holder by the CO who administers the BPA.

## Section II. MSPV Business Processes

### A. Commercial Agreements

1. The Authorized Supplier awardee is required to enter into a commercial agreement with all awarded PVs, who will provide national distribution and supply management services to facilities, in order to participate in MSPV. The commercial agreement will govern the terms and conditions of the PV and Authorized Supplier relationship and will not contradict the underlying terms and conditions established by this BPA or the underlying PV contracts. Failure to comply with the terms of this BPA, including provisions related to commercial agreements, will be considered cause for cancellation of the BPA.

2. After award of the BPA, the supplies offered by the respective Authorized Supplier will be released on an updated MSPV Product List on the 15th of the following month. An updated MSPV Product List will be released every 30-calendar days. PVs and Authorized Suppliers are required to establish commercial agreements within 60-calendar days of the respective MSPV Product List release.

3. If Authorized Suppliers are awarded BPAs prior to the award of the PV contracts for MSPV, the government will notify Authorized Suppliers of the names of PVs as soon as possible to enable formation of commercial agreements.

4. Authorized Suppliers are responsible for establishing commercial agreements. Either PVs or Authorized Suppliers may initiate a commercial agreement. The terms and conditions outlined in the commercial agreement must be mutually agreed upon by both parties. Once a commercial agreement is established between an Authorized Supplier and a PV, the Authorized Supplier will notify the respective Contracting Officer and include the name of the Authorized Supplier and the PV. One email may contain details on multiple commercial agreements.

5. The commercial agreements prescribed in this section are solely between the PV and VHA Authorized Suppliers and do not involve the Government as a responsible party. However, standard delivery times that are established in the commercial agreement shall not exceed 14 business days from receipt of the order from the PV.

6. The contractor shall provide the CO with the date Commercial Agreements are established between each prime vendor. The date shall be within 60 days of award. If there are issues establishing Commercial Agreements, the contractor shall notify their respective Contracting Officer within 7 days and provide a detailed report as to why the Commercial Agreement cannot be established. This report is due every 30 days until compliant.

### B. Pricing

1. Supply pricing established in BPAs between the Authorized Supplier and the government will be made available to PVs.

2. The Authorized Supplier BPA-holder shall not charge the PV awardees more than the prices set forth in the BPA.

3. All quotes provided by the Authorized Supplier as part of the solicitation response shall remain valid for 180 calendar days after close of the solicitation.

4. The BPA unit of measure data field for each individual line item approved for inclusion in MSPV (case, box, each, vial, etc.) represents the shipper quantity that the BPA holder agrees to sell to any PV for the purpose of distribution to facilities. All prices are Free on Board (FOB) Destination. Therefore, the BPA price shall include all order processing, materiel handling, and transportation costs incurred by the BPA holder. BPA holders are not authorized to unilaterally assess added handling and freight charges against the servicing PV unless there is an emergency request and the customer agrees to incur and pay separately the additional delivery charges.

## C. BPA Modification

BPAs can be modified for OEM Changes, Vendor Changes, Price Changes, Supply Additions/Removals and Direct Replacements. All modifications will be based on Government needs and will be made on a quarterly basis. All modifications will be reflected on the MSPV Product List the month following the approved and signed BPA Modification.

1. OEM Information Change Request

   OEM information change requests include OEM Name, OEM DUNS Number, and OEM Part Number. To make a changes request related to product OEM information, please contact the assigned VHA Office of Acquisitions Contracting Officer for your BPA. The CO will provide the correct form for these changes. Please do not provide discontinued item replacements using this request form. Contact your Contracting Officer directly should you have products requiring direct replacement.

2. BPA Supplier Information Change Request

   The Authorized Supplier may request supplier information changes by contacting the respective Contracting Officer for their BPA.

3. Recalls/Discontinued Items with Replacement Request

   a. If items on the authorized supplier's price schedule are discontinued the contractor shall notify VA within 7 days.
   b. A BPA modification shall be made for any supply recall that applies to a supply on the MSPV Product List. Such instances may include, but are not limited to, a supply that is removed or recalled by the Authorized Supplier due to defects in the supply or potential dangers to patients, or if any required modification, removal or recall is suggested or mandated by a regulatory or official agency (e.g., FDA).
   c. The contractor shall notify the VA within 1 day for Class I recall, 3 business days for Class II recall and 7 days for Class III. The notification shall include, but not be limited to the following:

      i. Complete supply description and/or identification, recall numbers and the BPA line-item number assigned.
      ii. Reasons for modification(s), removal, or recall.
      iii. Necessary instructions for return for credit, replacement, or corrective action.

   d. BPA modifications for recall or policy change will happen on an infrequent, as needed basis. Any items discontinued for any reason and/or recalled that have a Direct Replacement shall be initiated by contacting the Contracting Officer who administers your BPA.

e. A copy of the recall with lot numbers included in the notification described above shall additionally be provided to:

Manager, Product Recall Office
National Center for Patient Safety
Veterans Health Administration
24 Frank Lloyd Wright Drive, Lobby M
Ann Arbor, MI 48106

4. Removal Requests

Agreements may also be modified to remove supplies from the MSPV Product List.

a. If a supply is no longer available and no direct replacement is available or suggested, the Government will remove it from the MSPV Product List through modification. Please coordinate the removal action by contacting your respective Contracting Officer.

5. The VA will update the MSPV Product List to reflect changes after BPA modifications are complete. BPA modifications must be completed by the end of the month to be posted on the MSPV Product List on the 15th of the following month.

6. All regulatory requirements applicable to the original BPA will apply to any revision approved and awarded by modification.

7. The Authorized Supplier may request modifications by contacting the respective Contracting Officer of their BPA.

8. The Authorized Suppliers shall additionally provide the information above to all Prime Vendors (PV) participating in MSPV.

9. Either party reserves the right to cancel or terminate a BPA with 30 days' written notice or upon bilateral agreement, whichever is sooner.

**D. Data Transmission**

1. All orders shall be processed using an Electronic Data Interchange (EDI). The Authorized Supplier must ensure that data transmission method and format to PVs are through any system that conforms to the current X12 (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI website http://www.x12.org) includes additional information on EDI formats.

a. At a minimum the Authorized Supplier must be able to process the following EDI transactions:

i. EDI 214- Transportation Carrier Shipping Status Message
ii. EDI 850 – Electronic Purchase Order
iii. EDI 855 – Purchase Order Acknowledgement
iv. EDI 856 – Advance Shipment Notice
v. EDI 810 – Electronic Invoice
vi. EDI 860 – Purchase Order Change Request
vii. EDI 865 – Purchase Order Change Request Acknowledgement
viii. EDI 997 – Functional Acknowledgement

b. EDI is the computer-to-computer exchange of business documents in a standard electronic format between business partners. By moving from a paper-based exchange of business documents to one that is electronic, VHA receives benefits such as reduced cost, increased processing speed, reduced errors and improved relationships with business partners. Electronic format means an automated system transmitting information electronically according to accepted data transmissions using a system that conforms to the X12 EDI formats established by the ASC chartered by ANSI. For more information see the X12 EDI Web site (http://www.x12.org).

2. The Contractor shall report date EDI compliance is established between each prime vendor. The date shall be within 60 days of award. If prime vendor is backlogged for establishing EDI, the contractor shall notify the VA and provide monthly updates until compliant.

## Section III. Work Requirements

### A. Supply Requirements

1. **Supply and Delivery.** The Authorized Supplier shall provide an uninterrupted supply and delivery of supplies to all PVs participating in MSPV at an enterprise/nationwide level (reference *Appendix C: Veterans Integrated Services Networks (VISNs))*.

   a. Suppliers shall review VHA enterprise usage data annually to confirm their capacity to support.
   b. Suppliers shall provide proof that they have sufficient credit limit with OEM(s) to support VHA enterprise

2. **Medical/Surgical Supplies.** Medical/surgical supplies are those that are involved in the diagnosis and treatment of disease and the maintenance of health (usually through nonsurgical means). They are characterized as one or more of the following:

   a. Primarily and customarily used to serve a medical purpose
   b. Generally, not useful to a person in the absence of illness or injury
   c. Usually ordered and/or prescribed by a physician and/or a health care professional
   d. Medical supplies utilized in conjunction with durable medical equipment are included if the supplies are necessary for the function of the equipment

3. **Surgical Supplies.** Surgical supplies are those involved with the branch of medicine which generally treats disease or injury by operative intervention (physical means rather than drugs); i.e., operations requiring access to the inside of the body as well as manipulation from outside the body.

4. **Shelf Life**. Supplies delivered shall have at least six months shelf life remaining upon delivery to the ordering facility. For those supplies which have an initial expiration date/shelf life of six months or less from the manufacturer, at least 75% of the original shelf life shall remain at time of delivery to the ordering facility.

5. **Authorized Distributor Letter (ADL).** If the potential Authorized Supplier is not the OEM, the Authorized Supplier must provide an Authorized Distributor Letter from the OEM signed within the last 90 days of the date of the published solicitation to which the supplier is responding. The Authorized Distributor Letter from the OEM shall include for each product(s) proposed authorizing the Offeror as a distributor for the proposed product(s). The letter must either state specific product(s) proposed or that the Offeror is an authorized distributor for all the manufacturer's products. This letter must be on the manufacturer's letterhead and

contain the signature and contact information of an authorized official for the manufacturer and cover the duration of the BPA. The Authorized Supplier shall maintain its Authorized Distributor status for all manufacturers and distributors of supplies throughout the life of this agreement as set-forth in the Authorized Distributor Letter referenced above. Failure to do so will result in cancellation of the BPA. During the annual BPA review suppliers will be required to provide an updated ADL within the last 90 days, or an email from the OEM stating that the previous ADL is in good standing.

a. If the authorized suppliers' ADL is rescinded the contractor shall notify VA within 7 days.

6. **Information Requests.** The Government reserves the right to request information from Authorized Suppliers related to supply descriptions, pricing, or other topics at any time and the Authorized Supplier is required to provide such information.

7. **Other Strategic Contracts/Agreements.** This language is not generated to inhibit the PV or facilities from ordering supplies already on any other designated Government contract instrument. VA's Strategic Acquisition Center (SAC) and the VHA Office of Procurement will ensure that supplies are placed on appropriate catalogs/Product Lists from which facilities may order. It is, however, incumbent on the PV to honor the parameters of the contract scope of work. Where apparent conflicts arise, the MSPV distribution CO (SAC) will make the final determination as to whether a supply is or is not within scope. The PV must consult with the CO prior to shipping any supplies, which do not clearly fall within the parameters of the above-mentioned scope of work for PV.

8. **Removals.** The Government reserves the right to remove any supply from the MSPV Product List upon 30-calendar days' notice, resulting in modification of the BPA.

**B. Gray Market**

1. The Authorized Supplier shall be an OEM authorized dealer, authorized distributor, or authorized reseller for the proposed equipment/system such that the OEM warranty and service are provided and maintained by the OEM. All warranty and service associated with the equipment/system shall be in accordance with the OEM terms and conditions. The Authorized Supplier shall provide new supplies ONLY; no remanufactured or "gray market" supplies. All supplies must be covered by the manufacturer's warranty.

**C. Trade Agreement Act Requirements**

1. Supplies offered by the Authorized Supplier should be compliant with the Trade Agreements (TA) Certificate, found at 52.225-6. End-products offered shall be manufactured or substantially transformed either in the United States or in a designated country. The BPA holder at the supply level must certify as follows in accordance with the TA Certificate:

   a. The Offeror certifies that each end product, except those specifically listed, is a U.S.- made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
   b. 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 such products are insufficient to fulfill the requirements of the solicitation.

2. This section applies to all suppliers except for AbilityOne NPAs in accordance with FAR 25.401(a)(4).

3. Make PPE in America Restrictions on Foreign Acquisition**:** All PPE items on the MSPV PL shall be complaint with the Make PPE in America Act in accordance with Public Law 117-58, Subtitle C—Make PPE in America, Sections 70951-70953. Any revisions to this Act shall be applicable to Agreements on the effective date of the revision.

4. The contractor shall notify the government within 15 days if an item on their price schedule moves manufacturing to a non-compliant country. This includes items that may be sourced from multiple countries of origin and Make PPE in America Act compliance cannot be guaranteed.

**Personal Protective Equipment:** This section contains restrictions on the acquisition of certain personal protective equipment imposed by the Make PPE in America Act (Pub. L. 117-58) on contracts, exercising of an option, and orders.

**Definitions.**

(a) "Component" means an article, material, or supply incorporated directly into an item of personal protective equipment.

(b) "Domestic personal protective equipment" means personal protective equipment, including the materials and components thereof, that is grown, reprocessed, reused, or produced in the United States.

(c) "Foreign-made domestic personal protective equipment" personal protective equipment that is assembled outside the United States containing only materials and components that are grown, reprocessed, reused, or produced in the United States.

(d) "Foreign personal protective equipment" means personal protective equipment other than domestic personal protective equipment or foreign-made domestic personal protective equipment.

(e) "Personal protective equipment" means surgical masks, respirator masks and powered air purifying respirators and required filters, face shields and protective eyewear, gloves, disposable and reusable surgical and isolation gowns, head and foot coverings, and other gear or clothing used to protect an individual from the transmission of disease.

(f) "United States" means the 50 States, the District of Columbia, and the possessions of the United States.

**Restrictions**

The following restrictions implement section 70953 of the Make PPE in America Act, and they apply to all types of actions, orders, option exercises, and contracts.

(a) Contracting officers shall purchase domestic personal protective equipment.

(b) Any contract for personal protective equipment shall have a base period of performance of at least 2 years, plus all option periods.

**Exceptions**

(a) Acquisition of an item of personal protective equipment, or component thereof, otherwise covered includes:

(1) maximizes sources for foreign-made domestic personal protective equipment; and;

(2) certifies every 120 days that it is necessary to procure personal protective equipment under alternative procedures to respond to the immediate needs of a public health emergency.

(b) Acquisitions of an item of personal protective equipment, or component thereof, including those described in paragraph (a) —

(1) that is, or that includes, material listed in section 25.104 of the Federal Acquisition Regulation as one for which a nonavailability determination has been made; or

(2) as to which the Senior Procurement Executive determines that a sufficient quantity of a satisfactory quality that is grown, reprocessed, reused, or produced in the United States cannot be procured as, and when, needed at United States market prices; and

(3) The Senior Procurement Executive certifies every 120 days that it is necessary to procure personal protective equipment to respond to the immediate needs of a public health emergency.

(c) When either of the exceptions in the paragraphs (a) or (b) are used:

(1) Only the VA Senior Procurement Executive is authorized to make the certification in paragraphs (a)(2) and (b)(3) or the nonavailability or unreasonable cost determination in paragraph (b).

(2) The supporting documentation for the VA Senior Procurement Executive shall be prepared by the VA Component(s) and:

(i) For the certification in paragraphs (a)(2) and (b)(3):

(A) include a written justification documenting the immediate public health emergency requiring use of alternative procedures; and

(B) be concurred on by the Head of the Contracting Activity before submission to the Senior Procurement Executive.

(ii) For the nonavailability or unreasonable cost determination in paragraph (b):

(A) include a written justification documenting why a nonavailability or unreasonable cost exception is required; and

(B) be concurred on by the Head of the Contracting Activity before submission to the Senior Procurement Executive.

**Specific application of the Buy American Act and Trade Agreements Act.**

In the event the VA Senior Procurement Executive determines neither domestic personal protective equipment nor foreign-made domestic personal protective equipment are available due to nonavailability or unreasonable cost, contracting officers shall apply either –

(a) The clause at Federal Acquisition Regulation (FAR) 52.225-1 Buy American – Supplies and the provision at FAR 52.225-2 Buy American Certificate;

(b) The clause at Federal Acquisition Regulation (FAR) 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act and the provision at FAR 52.225-4 Buy American – Free Trade Agreements – Israeli Trade Act Certificate; or

(c) The clause at FAR 52.225-5 Trade Agreements and the provision at FAR 52.225-6 Trade Agreements Certificate, as applicable.

**D. Delivery**

1. The Authorized Supplier shall deliver supplies in accordance with "Normal", Expedited, "Just-In-Time (JIT)", and drop shipment as outlined in commercial agreements between the PV and the Authorized Supplier.

2. All BPA holder deliveries shall be FOB Destination.

3. The Authorized Supplier shall deliver supplies to the PV consistent with established commercial agreements.

## E. Orders

1. The primary purpose is for the PV to place orders directly to the Supplier. However, in the event a facility needs to place a direct order against the BPA, they must obtain agreement from the Supplier and MSPV Supplies Branch Chief or higher.

2. There is no guarantee of any orders resulting from this BPA.

3. There is no minimum order quantity (MOQ) requirement for the Government in the MSPV program. Suppliers are responsible for any MOQs established by their OEM partners.

**F. Drop Shipments**

1. The Authorized Supplier can provide supplies directly to facilities through drop shipments, rather than through PV distribution. Drop shipments are ordering facility-authorized shipments made on supplies that a manufacturer does not normally distribute through a PV but makes available for order and delivery directly to the facility. Authorized Suppliers shall identify and provide supporting documentation from the OEM if supplies are available only via drop shipment as part of the solicitation response.

2. Requirements for drop shipment supplies will be outlined in commercial agreements, including order accuracy, fill rate, shelf life, and others. Deliveries of drop shipments will be made directly to the ordering VA facility within 5 business days of receipt of order from the PV. Orders for drop-ship items must identify the VA PO number on the packing slips and package labeling.

3. The PV is responsible for invoicing VA for drop shipments; it is not the responsibility of the Authorized Supplier.

4. Once shipped, the Authorized Supplier shall provide tracking information to the PV in the EDI 856 Advance Shipment Notice

**G. Terms and Conditions**

1. No purchases are planned to be made against this BPA. However, in the event that a facility needs to place a direct order against the BPA, they must obtain agreement from the Supplier and MSPV Supplies Branch Chief or higher.

2. The Non-Manufacturing Rule (NMR) does not apply to FAR Part 12 BPAs IAW FAR 19.505(a).
    a. As applicable, the NMR will apply at the order level**.**
    b. AbilityOne is exempt from the NMR in accordance with FAR 19.1404(a)(2).

3. All Offerors who wish to qualify as an SDVOSB and/or a VOSB must be certified by the Small Business Administration (SBA). Additional information and the certification process can be found on https://veterans.certify.sba.gov

4. The Authorized Supplier shall provide written notice to their respective BPA Contracting Officer of any changes related to the company or the supplies offered under its BPA. Changes include, but are not limited to, changes in company information, including contract administrator, company name, address and phone number.

5. **Reports:** The government may request reports to be provided by the Authorized Supplier. Examples of reports that may be requested are confirmation of line-item details, back-order reports, deficiency reports, or other reports as requested by the government.

**H. Authorized Representatives**

1. The Contracting Officers for this solicitation are as follows:

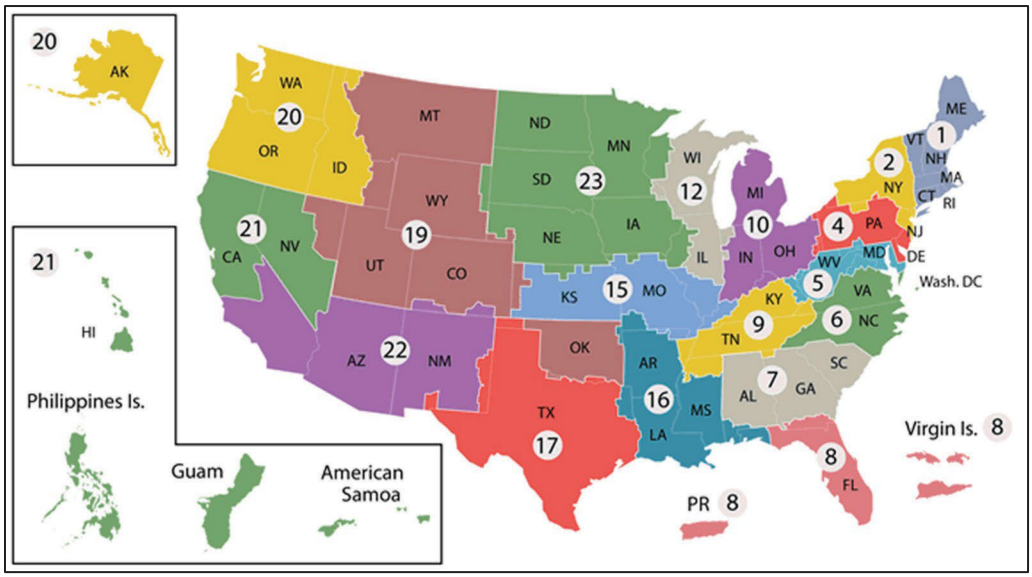
    Primary: Rashaun.Thomas@va.gov
    Alternate: N/A

2. If required, a Contracting Officer's Representative (COR) for requirements under this Agreement will be delegated in writing by the CO.

## Appendix A: Acronyms

ANSI American National Standards Institute ASC Accredited Standards Center
BPA Blanket Purchase Agreement
CO Contracting Officer
COR Contracting Officer's Representative CVE Center for Verification and Evaluation DAPA Distribution and Pricing Agreement DLA Defense Logistics Agency
EDI Electronic Data Interchange
FAR Federal Acquisition Regulation
FDA Federal Drug Administration
FOB Free on Board
FOIA Freedom of Information Act
GS1 Global Standard 1
GSA General Services Administration
HIBCC Health Industry Business Communications Council HUB Historically Under-utilized Business
IFF Industrial Funding Fee
IPT Integrated Product Team
ISBT International Society for Blood Transfusion JIT Just-In-Time
MedPDB Medical Product Data Bank MSPV Medical Surgical Prime Vendor NAC National Acquisition Center
NAICS North American Industry Classification System NMR Non-Manufacturer Rule
OEM Original Equipment Manufacturer
OGA Other Government Agency
POP Period of Performance
PV Prime Vendor
QSR Quarterly Sales Report
RFQ Request for Quote
SAC Strategic Acquisition Center
SAM System for Award Management
SD/VOSB Service-Disabled Veteran-Owned Small Business SOW Statement of Work
TAA Trade Agreement Act
VA U.S. Department of Veterans Affairs
VHA Veterans Health Administration
VISN Veterans Integrated Services Network VOSB Veteran-Owned Small Business

## Appendix B: Veterans Integrated Services Networks (VISNs)




| | |
|---|---|
| VISN 1 | VA New England Healthcare System |
| VISN 2 | New York/New Jersey VA Health Care Network |
| VISN 4 | VA Healthcare |
| VISN 5 | VA Capitol Health Care Network |
| VISN 6 | VA Mid-Atlantic Health Care Network |
| VISN 7 | VA Southeast Network |
| VISN 8 | VA Sunshine Healthcare Network |
| VISN 9 | VA MidSouth Healthcare Network |
| VISN 10 | VA Healthcare System |
| VISN 12 | VA Great Lakes Health Care System |
| VISN 15 | VA Heartland Network |
| VISN 16 | South Central VA Health Care Network |
| VISN 17 | VA Heart of Texas Health Care Network |
| VISN 19 | Rocky Mountain Network |
| VISN 20 | Northwest Network |

| | |
|---|---|
| VISN 21 | Sierra Pacific Network |
| VISN 22 | Desert Pacific Healthcare Network |
| VISN 23 | VA Midwest Health Care Network |

*Visit https://www.va.gov/directory/guide/division.asp?dnum=1*

# SECTION C - CONTRACT CLAUSES

## C.1 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.2 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 these addresses:

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

(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:

| FAR Number | Title | Date |
|---|---|---|
| 52.212-4 | CONTRACT TERMS AND CONDITIONS—COMMERCIAL | NOV 2023 |
| 52.203-17 | PRODUCTS AND COMMERCIAL SERVICES CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS | NOV 2023 |
| 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL | JAN 2017 |
| 52.204-13 | CONFIDENTIALITY AGREEMENTS OR STATEMENTS SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2018 |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED | NOV 2015 |
| 52.219-3 | DOMESTIC CORPORATIONS NOTICE OF HUBZONE SET-ASIDE OR SOLE-SOURCE | OCT 2022 |
| 52.219-6 | AWARD NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | NOV 2020 |
| 52.219-13 | ALTERNATE I (MAR 2020) NOTICE OF SET-ASIDE OF ORDERS ALTERNATE I (MAR | MAR 2020 |
| 52.219-14 | 2020) LIMITATIONS ON SUBCONTRACTING | OCT 2022 |

| | | |
|---|---|---|
| 52.219-30 | NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM | OCT 2022 |
| | NONMANUFACTURER RULE | |
| 52.219-33 | | SEP 2021 |
| 52.225-1 | BUY AMERICAN—SUPPLIES | OCT 2022 |
| 52.225-5 | TRADE AGREEMENTS | NOV 2023 |
| 52.225-6 | TRADE AGREEMENTS CERTIFICATE | FEB 2021 |
| 852.232-72 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS | NOV 2018 |
| 852.242-71 | ADMINISTRATIVE CONTRACTING OFFICER | OCT 2020 |
| 852.246-71 | REJECTED GOODS | OCT 2018 |
| 852.247-71 | DELIVERY LOCATION | OCT 2018 |

## C.3 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)

## C.4 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

## C.5 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

(a) *Definition*. for the Department of Veterans Affairs, ''*Service-disabled Veteran-owned small business concern or SDVOSB''*:

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

(ii) The management and daily business operations of which are controlled by one or more service-disabled Veterans (or eligible surviving spouses) or, in the case of a service-disabled Veteran with permanent and severe disability, the spouse or permanent caregiver of such Veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at *https://veterans.certify.sba.gov/*; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) The term ‘‘Service-disabled Veteran’’ means a Veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(3) The term ‘‘small business concern’’ has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term ‘‘small business concern owned and controlled by Veterans with service-connected disabilities’’ has the meaning given the term ‘‘*small business concern owned and controlled by service-disabled veterans*’’ under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term *"SDVOSB participant"* or *certified SDVOSB* means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a certified SDVOSB listed in the SBA certification database who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation*. Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

(d) *Agreement/LOS certification.* When awarded a contract action, including orders under multiple award contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the nonmanufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or ‘‘similarly situated’’ (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services*. In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified SDVOSBs listed in the SBA certification database (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products*.

(i) In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a Non-Manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction*. In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database.

(4) *Special trade construction contractors*. In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not certified SDVOSBs listed in the SBA certification database.

(5) *Subcontracting*. An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work that a first tier SDVOSB subcontractor further subcontracts will count towards the percentage of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period*. An SDVOSB shall comply with the limitations on subcontracting as follows:

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

[] By the end of the performance period for each order issued under the contract.

(f) *Joint ventures*. A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence*. The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause takes precedence over any inconsistencies between the requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

(h) *Misrepresentation*. Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

## C.6 VAAR 852.219-74 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

(a) *Definition*. For the Department of Veterans Affairs, Veteran-owned small business or VOSB'':

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more Veteran(s);

(ii) The management and daily business operations of which are controlled by one or more Veteran(s);

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document.

(iv) The business has been verified for ownership and control pursuant to 38 U.S.C. 8127 and 13 CFR 128, and is certified and listed in the SBA certification database at *https://veterans.certify.sba.gov/*; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting, and the Veterans Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) ''*Veteran*'' is defined in 38 U.S.C. 101(2).

(3) The term ''*small business concern*'' has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term *''small business concern owned and controlled by Veterans''* has the meaning given that term under section 3(q)(3) of the Small Business Act (15 U.S.C. 632(q)(3)), except that for a VA contract the firm must be certified and listed in the SBA certification database.

(5) The term *"VOSB participant" or certified VOSB* means a small business that has been certified as eligible to participate in the Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102). It includes certified service-disabled veteran-owned small businesses (SDVOSBs).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of a VOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be certified and listed as a VOSB or SDVOSB participant in the certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified VOSBs or SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made only to a certified VOSB who is eligible at the time of submission of offer(s) and at time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as a VOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation*. Pursuant to 38 U.S.C. 8127(e), only certified VOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified VOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

(d) *Agreement/LOS certification*. When awarded a contract action, including orders under multiple-award contracts, a VOSB agrees that in the performance of the contract, the VOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR parts 121 and 125, including the non-manufacturer rule and limitations on-subcontracting (LOS) requirements in 13 CFR 121.406(b) and 125.6. For the purpose of the limitations on subcontracting, only certified VOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or ''similarly situated'' (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 and/or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services*. In the case of a contract for services (except construction), the VOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified VOSBs listed in the SBA certification database (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products*.

(i) In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), the VOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified VOSBs listed in the SBA certification database. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a nonmanufacturer, the VOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction*. In the case of a contract for general construction, the VOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified VOSBs listed in the SBA certification database.

(4) *Special trade construction contractors*. In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not certified VOSBs listed in the SBA certification database.

(5) *Subcontracting*. A VOSB must meet the NAICS size standard assigned by the prime contractor and be listed in the SBA certification database to count as similarly situated. Any work that a first tier VOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period*. A VOSB shall comply with the limitations on subcontracting as follows:

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

[] By the end of the performance period for each order issued under the contract.

(f) *Joint ventures*. A joint venture may be considered eligible as a VOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence*. The VA Veterans First Contracting Program, as defined in VAAR 802.10, subpart 819.70, and this clause, takes precedence over any inconsistencies between the

requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

(h) *Misrepresentation*. Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's VOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2, Causes for Debarment).

(End of Clause)

## C.7 VAAR 852.219-76 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SUPPLIES AND PRODUCTS (JAN 2023) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(l)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract as follows:

(i) [ ] In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219– 73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Cost of materials is excluded and not considered to be subcontracted.

(ii) [ ] In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) is granted. The offeror understands that, as provided in 13 CFR 121.406(b)(7), such a waiver has no effect on requirements external to the Small Business Act, such as the Buy American Act or the Trade Agreements Act.

(2) Manufacturer or nonmanufacturer representation and certification.

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

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

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

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

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

(3) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(4) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating 18 U.S.C. 1001.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract or to determine whether the offeror qualifies as a manufacturer or nonmanufacturer in compliance with the limitations on subcontracting requirement. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

I hereby certify that if awarded the contract, _____ will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

## C.8 LOCAL CLAUSE – MADE IN AMERICA – PERSONAL PROTECTIVE EQUIPMENT (PPP)

Made in America – Personal Protective Equipment

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

*Component*, as applied to an item described in subsection (b) of this clause, means an article, material, or supply incorporated directly into personal protective equipment.

*Domestic* personal protective equipment, as applied to an item described in subsection (b) of this clause, means personal protective equipment, including the materials and components thereof, that is grown, reprocessed, reused, or produced in the United States.

*Foreign-made domestic personal protective equipment*, as applied to an item described in subsection (b) of this clause, means personal protective equipment that is assembled outside the United States containing only materials and components that are grown, reprocessed, reused, or produced in the United States. Foreign personal protective equipment means personal protective equipment other than domestic personal protective equipment or foreign-made domestic personal protective equipment.

*Personal protective equipment*, as applied to an item described in subsection (b) of this clause, means surgical masks, respirator masks and powered air purifying respirators and required filters, face shields and protective eyewear, gloves, disposable and reusable surgical and isolation gowns, head and foot coverings, and other gear or clothing used to protect an individual from the transmission of disease.

*United States*, as applied to an item described in subsection (b) of this clause, means the 50 States, the District of Columbia, and the possessions of the United States.

(b) The Contractor shall deliver only domestic personal protective equipment except to the extent that it specified delivery of foreign-made domestic personal protective equipment in the provision of the solicitation entitled "Made in America Certificate – Personal Protective Equipment.

*Order of Precedence*. In the event the Department of Homeland Security determines neither domestic personal protective equipment nor foreign-made domestic personal protective equipment are available due to nonavailability or unreasonable cost, the Contractor shall comply with the clauses at Federal Acquisition Regulation (FAR) 52.225-1 Buy American – Supplies or 52.225-3 Buy American – Free Trade Agreements – Israeli Trade Act and the provisions at FAR 52.225-2 Buy American Certificate or 52.225-4 Buy American – Free Trade

Agreements – Israeli Trade Act Certificate or the clause at FAR 52.225-5 Trade Agreements and the provision at FAR 52.225-6 Trade Agreements.

## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- Attachment A: Quote Sheet
- Attachment B: Sample Authorized Distributor Letter (ADL)
- Attachment B.1: Alternate ADL Accounting for Authorized Wholesaler

# SECTION E - SOLICITATION PROVISIONS

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

**Submitting the Offeror's quote/Information to be submitted.** The Offeror's quote (i.e., completed quote sheet) and completed RFQ, shall be submitted electronically by the date and time indicated in the solicitation or amendments.

RFQ submissions shall include a completed SF-1449, Quote Sheet (Attachment A), and all relevant award documents (e.g., Authorized Distribution Letter, Small Business Certification, etc.) All documents shall follow the **same file naming standard, RFQ Number, company name, and then artifact. For example: "36C24126Q0142-Company Name-Quote Sheet".**

Quotes shall be submitted via email to the Contracting Officer. **The size limitation is 10 Megabytes per e-mail.** The subject line of the email shall read the RFQ number and the company name. For example: "36C24126Q0142 -Company Name". Multiple emails will be accepted due to the size limitations. Contractors shall label emails with the number of emails if multiple will be sent (i.e., 1 of 3, 2 of 3, etc.) **AT NO TIME WILL ZIP FILES BE ACCEPTABLE.**

Attachment A – includes the quote sheet for pricing, product documents, and product descriptions. **The Offeror shall only use the Quote Sheet provided in the most recent amendment.** Offerors may submit quotes for an individual item or for multiple items and may quote in multiple categories. If an Offeror is quoting multiple line items, they must still provide a separate/individual price per line item. Additional information on how to complete the quote sheet is included in the "Overview & Instructions" tab in the quote sheet. If an item is manufactured in multiple countries, the Offeror shall select the preponderant manufacturing country of that item.

Only the items provided on the Quoted Supplies page of the Quote Sheet will be evaluated. New or substitute items proposed will not be considered.

Unless otherwise stated, all Clauses/Provisions will apply. The following additional guidance is provided:

| | |
|---|---|
| 52.219-3 | only applies to tier 3 |
| 52.219-6 | only applies to tiers 3 and 4 |

| | |
|---|---|
| 52.219-14 | only applies to tiers 3 and 4 |
| 52.219-30 | only applies to tier 3 |
| 52.219-33 | does **not** apply to the base award or modifications; only applies if an order is placed directly by VA outside of the Prime Vendors |
| 52.225-1 | only applies to tiers 1, 2, 3, and 4 |
| 52.225-5 | only applies to tier 5 |
| 52.225-6 | only applies to tier 5 |
| 852.219-73 | only applies to tier 1 |
| 852.219-74 | only applies to tier 2 |
| 852.219-76 | only applies to tiers 1 and 2 |

**NOTE 1:** The requirement for a Certificate of Compliance for supplies and products (per VAAR 852.219-76) does not apply at the base level but will apply at the BPA order level should VA directly place an order off a BPA.

**NOTE 2:** The Country of Origin (COO) column on the quote sheet satisfies the requirements of 52.225-6 (Trade Agreements Certificate).

**Terms and content of Offeror's quote.** The Offeror's quote must be based on the terms of this RFQ. The Government may reject any quote that is not based on these terms in every respect. The Offeror's quote must contain all the information requested.

**Small Business Status**. In order to submit a quote, the Offeror must know whether their company is a small business. The small business size standard that applies to this purchase is stated on the SF-1449, block 10, along with the North American Industry Classification System (NAICS) code on which it is based.

**Issuance of a BPA (or modification of an existing BPA).** The Offeror's quote should contain their best terms. The Contracting Officer may reject any or all quotes. After the evaluation of quotes, the Contracting Officer may negotiate final terms with one or more Offerors before issuing a BPA. The Government will not use formal source selection procedures described in FAR Part 15. The Contracting Officer may issue a BPA (or modification to an existing BPA) to other than the quote with the lowest price. The Government may issue multiple BPAs with various items or groups of items from different Offerors. The Government may issue a BPA for less than the quantity on which the Offeror's quote is based, at the quoted price, unless the Offeror informs the Government that they will not accept an order on that basis.

**Product samples.** Not required under this RFQ.

**Availability of Government Documents**. If the descriptions in this RFQ of the products or services the Government want to buy refer to any Government specification, standard, or commercial item description, the Offeror may obtain a copy of any such documents from the places listed in Federal Acquisition Regulation 52.212-1, paragraph (i).

**Authorized Distributor Letter**. An Authorized Distributor Letter from the manufacturer shall be included with the response. (See Statement of Work)

**Electronic Data Interchange**. Proof of Electronic Data Interchange capability shall be included with the response. (See Statement of Work)

**Quote Validity**. All quotes provided by the Authorized Supplier as part of the solicitation response shall remain valid for 180 calendar days after close of the solicitation.

(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:

## 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 |
|---|---|---|
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | NOV 2024 |

(End of Addendum to 52.212-1)

## E.3 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION AUG 2025) (Tailored)

The Government intends to award a BPA resulting from this solicitation to the responsible Offerors whose quotation conforming to the terms of the solicitation provides the best value to the Government. Quotations will be evaluated by performing a comparative evaluation in accordance with FAR 12.2 to determine which response represents the "best value"

as a whole. Quotations will be evaluated by performing a direct comparison of one quote with another in a uniform manner to determine which quotation meets the Government's needs, as identified in the RFQ. The Government has the discretion to accept other than the lowest priced quotation that provides additional benefits.

This procurement is set-aside according to the order of priority for contracting preferences as established in 38 U.S.C. § 8127 and includes a tiered evaluation approach pursuant to VA Procurement Policy Memorandum (PPM) 2018-04 and Veterans Affairs Acquisition Regulation (VAAR) 815.101-370 (DEVIATION). Additionally, an Offeror may qualify for multiple tiers, and will be evaluated at each tier they are qualified to participate in. To be qualified a vendor must be registered in SAM for each tier they may qualify for, and have obtained the appropriate certifications, if necessary. An Offeror will advance to the next tier for consideration even if an award is not made for items quoted by the Offeror at a higher tier.

1. Tiered evaluations limited to certified Service-Disabled Veteran Owned Small Business (SDVOSB).

a. The Government will award a BPA resulting from this solicitation to the responsible Offeror whose quote conforming to the solicitation provides the best value to the Government, price considered.

b. If no quotes were submitted by SDVOSB concerns or if none of the quotes would result in an award at a fair and reasonable price that offers best value to the Government, then the SDVOSB set-aside will be withdrawn and the agency will review quotes from the next tier.

2. Tiered evaluations limited to certified Veteran Owned Small Business (VOSB).

a. The Government will award a BPA resulting from this solicitation to the responsible Offeror whose quote conforming to the solicitation provides the best value to the Government, price considered.

b. If no quotes were submitted by VOSB concerns or if none of the quotes would result in an award at a fair and reasonable price that offers best value to the Government, then the VOSB set-aside will be withdrawn and the agency will review quotes from the next tier.

3. Tiered evaluations limited to certified 8(a), HUBZone, and Woman Owned Small Business (WOSB).

a. The Government will award a BPA resulting from this solicitation to the responsible Offeror whose quote conforming to the solicitation provides the best value to the Government, price considered.

b. If no quotes were submitted by 8(a), HUBZone, or WOSB; or no 8(a), HUBZone, or if none of the quotes would result in an award at a fair and reasonable price that offers best value to the Government, then the 8(a), HUBZone, and WOSB set-aside will be withdrawn and the agency will review quotes from the next tier.

4. Tiered evaluations limited to all Small Business Concerns.

a. The Government will award a BPA resulting from this solicitation to the responsible Offeror whose quote conforming to the solicitation provides the best value to the Government, price considered.

b. If no quotes were submitted by small business concerns or if none of the quotes would result in award at a fair and reasonable price that offers best value to the Government, then the Government will review quotes from the next tier.

5. Tiered evaluations including other than small business concerns.

a. The Government will award a BPA resulting from this solicitation to the responsible Offeror whose quote conforming to the solicitation provides the best value to the Government, price considered.

b. If no quotes were submitted, or if none of the quotes would result in award at a fair and reasonable price that offers best value to the Government, then the solicitation may be cancelled, and the requirement re-solicited.

The following factors shall be used to evaluate offers*:

1. Technical: VA evaluation team to include clinical staff will review submitted items to assure they fit within the category description and determine if the items are needed to support clinical practices across the VA. The team will review product literature provided by the Offeror via a hyperlink the quote sheet, and information available within the VA and other sources, to make a clinical judgement. The quote sheet will provide the basis for the responsible Integrated Product Team (IPT) to determine:

(a) If the item is eligible for the medical/surgical prime vendor program;

(b) To investigate evidence of safety concerns and/or product recall; and
(c) If the characteristics match the item description for clinical utility,

The exact same item, meaning same manufacturer and part number, will not be awarded to more than one Offeror. Items that the IPT determines are needed to support the clinical practice of the VA, which may be similar to another item awarded, may also be awarded.

2. Price: To be eligible for award, offerors must submit pricing that the contracting officer determines to be fair and reasonable. The contracting officer will conduct comparative price analysis by comparing offerors' prices within the same tier and evaluated against publicly available price lists including other federal contract pricing.

*These factors are listed in descending order of importance.

Before award, the Contracting Officer will conduct an affirmative responsibility check to include past performance and experience.

(End of Provision)

## E.4 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 components* 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) Consists 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 agreement 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 (including 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 (including 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 DOCUMENT