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

1. REQUISITION NO.	PAGE 1 OF 65

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C25726Q0603	06-8-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Kathryn Prose (kathryn.prose@va.gov)	(254) 217-2835	07-08-2026 1:00 PM EDT

9. ISSUED BY CODE 36C257

Department Of Veterans Affairs
Network Contracting Office (NCO) 17
5441 Babcock Road Ste. 302
San Antonio TX 78240

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

NAICS: 334516

SIZE STANDARD: 1000 Employees

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

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

15. DELIVER TO CODE 36C504

Department of Veterans Affairs
Amarillo Veterans Healthcare System
6010 Amarillo Blvd W
Amarillo TX 79106

16. ADMINISTERED BY CODE 36C257

Department Of Veterans Affairs
Network Contracting Office (NCO) 17
5441 Babcock Road Ste. 302
San Antonio TX 78240

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE _____

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

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Amarillo Veterans Healthcare System (AVAHCS) has a requirement for Integrated Microbiology Cost Per Test (CPT) supporting Thomas E. Creek VA Medical Center and Lubbock VA Community Based Outpatient Clinic (CBOC). CPT includes the instruments, consumables, training, and instrument services. The Government will award an Indefinite Delivery / Indefinite Quantity (ID/IQ) Contract with five (5) ordering periods. The ordering periods are anticipated to be as follows: Ordering Period 1: 08/01/2026 to 07/31/2027 Ordering Period 2: 08/01/2027 to 07/31/2028 Ordering Period 3: 08/01/2028 to 07/31/2029 Ordering Period 4: 08/01/2029 to 07/31/2030 Ordering Period 5: 08/01/2030 to 07/31/2031 Technical questions regarding this solicitation are to be submitted in writing to kathryn.prose@va.gov NLT 06/17/2026. See B.2 for the Statement of Work (SOW) See E.2 Addendum to FAR 52.212-1 for Instructions to Offeror See E.3 for FAR 52.212-2 for Evaluation Criteria (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED

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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 Name: _____
Address: _____
City/State/Zip: _____
POC Phone: _____
POC Email: _____

b. GOVERNMENT: Contracting Officer 36C257
Department Of Veterans Affairs
Network Contracting Office (NCO) 17
5441 Babcock Road Ste. 302
San Antonio TX 78240

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

[X] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests. This is accomplished through the Tungsten Network, located at: http://www.fsc.va.gov/einvoice.asp. This is mandatory and the sole method for submitting invoices.

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

AMENDMENT NO	DATE

B.2 STATEMENT OF WORK

1. Scope of the Procurement.

a. The desired instrumentation shall have the capability of performing or reporting the clinical parameters as defined in the statement of work. The instrumentation shall include automated blood culture detection systems at the Amarillo VA Medical Center and automated organism identification and antimicrobial susceptibility testing (ID/AST) systems supporting both Amarillo and Lubbock laboratory operations. The instrument shall be able to simultaneously perform the testing as described below and meet the performance characteristics for accuracy and precision as defined by the 1988 Clinical Laboratory Improvement Act (CLIA) and the Clinical and Laboratory Standards Institute (CLSI).

b. Equipment must maintain, or preferably reduce, the number of workstations or overall labor required to accomplish the required testing by each laboratory. The proposed solution should support an integrated microbiology workflow between blood culture detection and ID/AST systems to minimize manual intervention and improve operational efficiency.

c. Equipment shall be acquired for each of the clinical laboratories located at the AVAHCS facilities listed below. Blood culture instrumentation shall be required at the Amarillo VA Medical Center, which serves as the primary microbiology laboratory for AVAHCS.

AMARILLO VAMC	LUBBOCK CBOC
Thomas E. Creek VA Medical Center6010 Amarillo Blvd W, Amarillo, TX 79106	Lubbock VA Community Based Outpatient Clinic 3510 4th St, Lubbock, TX 79415

(1) Blood Culture Testing (Amarillo)

- Estimated quantity is 2,400 blood culture sets across both sites annually.

(2) Organism Identification / Susceptibility Testing

Central Laboratory (Amarillo)

- Gram-negative isolates: ~366
- Gram-positive isolates: ~514
- Other organisms (e.g., Haemophilus/Neisseria): minimal
- Yeast identification: currently not performed; future capability of interest (including Candida auris)

Satellite Site (Lubbock)

- Gram-negative isolates: ~155
- Gram-positive isolates: ~105

(3) Antibiotic Information

(a) **Gram-Negative Organisms (including Enterobacterales):** Amikacin, Ampicillin, Ampicillin/Sulbactam, Cefazolin, Cefoxitin, Ceftazidime, Ceftriaxone, Ciprofloxacin, Gentamicin, Levofloxacin, Meropenem, Piperacillin/Tazobactam, Tetracycline, Trimethoprim/Sulfamethoxazole

(b) **Urinary Pathogens (as applicable):** Ampicillin, Ampicillin/Sulbactam, Cefazolin, Ceftriaxone, Ciprofloxacin, Gentamicin, Levofloxacin, Meropenem, Nitrofurantoin, Piperacillin/Tazobactam, Trimethoprim/Sulfamethoxazole

(c) **Pseudomonas aeruginosa:** Amikacin, Aztreonam, Ceftazidime, Ciprofloxacin, Gentamicin, Levofloxacin, Meropenem, Piperacillin/Tazobactam

(d) **Gram-Positive Organisms (including Staphylococcus species**): Ceftaroline, Clindamycin, Erythromycin, Levofloxacin, Linezolid, Oxacillin, Penicillin, Tetracycline, Trimethoprim/Sulfamethoxazole, Vancomycin
(e) **Enterococcus species:** Ampicillin, Ciprofloxacin, Linezolid, Penicillin, Tetracycline, Vancomycin
(f) **Streptococcus species (including fastidious organisms)**: Ampicillin, Ceftriaxone, Clindamycin, Erythromycin, Levofloxacin, Penicillin, Tetracycline, Trimethoprim/Sulfamethoxazole, Vancomycin
(g) **Streptococcus pneumoniae:** Ceftriaxone, Clindamycin, Erythromycin, Levofloxacin, Penicillin, Tetracycline, Trimethoprim/Sulfamethoxazole, Vancomycin

d. The Contractor is required to provide a continuously, unless notified of an allocation state, stocked inventory of reagents, standards, controls, supplies, disposables, blood culture bottles, and any other materials required to properly perform tests on the equipment such that equipment operations are not interrupted. These items shall be of the highest quality, sensitivity, specificity, and tested to assure precision and accuracy. Expiration dates must be clearly marked on reagent, standards, and control containers. Unexpected changes in methodology or technology shall be at the expense of the Contractor. Alert/notification of any delays in shipment, as well as any technical advisories, recalls, or alerts, shall be provided to designated Government personnel prior to or simultaneously with field notification.
e. Special handling for emergency orders of supplies: In the event that supplies are found to be defective and unsuitable for use with the Contractor's equipment, or the Contractor has failed to comply with the requirements for routine supply delivery, the Contractor shall deliver replacement supplies within 24 hours of receipt of a verbal order for emergency delivery. The Contractor shall deliver, at no additional cost to the Government, sufficient consumables to allow operation of the Contractor's equipment for a minimum of one week under normal Government test load volume. Additional emergency supply requests shall be honored until routine delivery schedules are restored.
f. The automated blood culture detection system shall provide sufficient incubation capacity to support projected testing volumes while maintaining additional capacity to accommodate workload variability, STAT prioritization, and continuous specimen loading without delay. The system shall support uninterrupted incubation and monitoring of blood culture specimens to ensure timely detection of bloodstream infections.
g. An instrument cart is required for the Amarillo installation to provide better stability, cable management, and workflow support. The Lubbock site installation will be a benchtop placement.

2. Definitions.

a. Cost-Per-Test (CPT). Contractors are required to provide a price for each test that can be performed on its equipment. The per test price shall include costs covering (1) five year equipment use; (2) all reagents, standards, supplies, consumable/disposable items, parts, accessories, blood culture bottles, and any other item required for the proper operation of the Contractor's equipment and necessary for the generation and reporting of a test result; (3) all necessary maintenance to keep the equipment in good operating condition (including preventive maintenance and emergency repairs); and (4) training for

Government personnel. Contractors shall provide delivery, installation, and removal of equipment at no additional charge.

b. **Business Associate Agreement (BAA)**– A business associate is an entity, including an individual, company, or organization that, on behalf of VHA, performs or assists in the performance of functions or activities involving the use or disclosure of protected health information (PHI), or that provides certain services involving the disclosure of PHI. VHA is a covered entity under the HIPAA Privacy Rule. HIPAA regulations require VHA to execute HIPAA-compliant BAAs with entities that receive, use, or disclose VHA PHI in order to perform activities on behalf of VHA. These BAAs obligate business associates to provide the same protections and safeguards to PHI that are required of VHA under the Privacy Rule.

3. **Test Menu.** See paragraph 1 for the Government's desired test menu, estimated annual volumes and antibiotic information. The Contractor shall provide microbiology instrumentation and associated methodologies capable of supporting organism identification and antimicrobial susceptibility testing (ID/AST) for clinically significant organisms encountered in routine and acute care settings. The system must support identification and susceptibility testing of aerobic organisms, as well as clinically significant yeast and fungal organisms. The proposed solution shall support testing capabilities aligned with current Clinical and Laboratory Standards Institute (CLSI) guidelines and must be capable of addressing emerging and antimicrobial-resistant organisms as applicable to clinical care. Contractors may utilize proprietary panels, cards, or methodologies; however, the proposed system must demonstrate the flexibility to support evolving clinical requirements and updates to testing capability over the life of the contract.

4. **General Requirements.**
   a. The instrumentation provided shall fully support the scope of microbiology operations as defined in this statement of work, including automated blood culture detection systems and automated organism identification and antimicrobial susceptibility testing (ID/AST) systems. Depending upon the technical functionality and capabilities of the Contractor's proposed solution, one or more systems may be required to meet the productivity and performance requirements defined herein. All proposed instrumentation shall meet the technical specifications of this solicitation and collectively provide continuous and reliable microbiology diagnostic capability.
   b. The Contractor shall provide a solution that ensures continuity of operations in the event of equipment malfunction or downtime. The proposed system shall support uninterrupted microbiology testing capability, including continuous incubation and monitoring of blood culture specimens, through system reliability, service support, and operational design, rather than reliance on idle or standby instrumentation.
   c. The system shall provide automated organism identification and antimicrobial susceptibility testing (ID/AST) for aerobic, facultative, fastidious, and anaerobic microorganisms, as applicable to clinical laboratory operations, and shall integrate with the blood culture detection system to support efficient progression from positive blood culture detection to organism identification and susceptibility testing.

5. **Operational Features.** The instrumentation offered shall have the following:

a. The capability of performing analysis on the tests listed above, as well as supporting additional clinically relevant microbiology testing as required.

b. Sufficient capacity and throughput to meet the volume and service demands defined in paragraph 1, including both blood culture incubation capacity and ID/AST testing capacity, while maintaining additional capacity to accommodate workload variability, STAT prioritization, and continuous specimen processing without delay.

c. Safety features to avoid unnecessary exposure to biohazardous and chemical material. The exposure to and the volume of biohazardous and chemical material generated by the equipment must be minimal and require a minimum amount of handling.

d. A bi-directional, bar-coded computer interface compatible with the current VA laboratory information system, Veterans Health Information Systems and Technology Architecture (VISTA), and the coming system Cerner Millennium. The fully operational interface (both hardware and software) shall be immediately available for implementation.

(1) The accuracy of the barcode reading must have less than a 1% failure rate.

(2) Equipment must be able to support multiple barcode formats (Code 39, Code 128) that may be enabled concurrently.

e. Equipment must accept specimen identifiers consistent with VA system requirements.

f. Minimal daily, monthly, and periodic maintenance.

g. Ability to store and retransmit records (24 hours of maximal instrument throughput) in case of interface outage.

h. The proposed solution shall support an integrated microbiology workflow between blood culture detection and ID/AST systems, minimizing manual intervention and supporting efficient progression from specimen collection through organism identification and susceptibility reporting.

6. Technical Features. The instrumentation must be approved by the Food and Drug Administration (FDA) and shall have the following:

a. The capability of accurately and reliably identifying both Gram-negative and Gram-positive bacteria, as well as clinically significant yeast and other emerging organisms as applicable.

b. The capability of reporting antimicrobial susceptibility tests in accordance with FDA and Clinical and Laboratory Standards Institute (CLSI) guidelines. At a minimum, the equipment must provide Minimum Inhibitory Concentrations (MIC) values where applicable.

c. Blood Culture System Technical Features.

(1) The automated blood culture detection system shall provide continuous, automated monitoring of inoculated blood culture bottles for microbial growth, utilizing detection methodologies capable of identifying positive cultures in a timely and clinically relevant manner.

(2) The system shall support continuous loading of specimens without batching or delay, allowing blood culture bottles to be loaded at any time without interrupting system operation.

(3) The system shall provide sufficient incubation capacity to support projected volumes as defined in paragraph 1, while maintaining additional capacity to accommodate workload variability, STAT prioritization, and uninterrupted specimen loading.

(4) The system shall support efficient workflow for bottle loading, unloading, and processing, minimizing manual handling and reducing the risk of specimen handling errors.
(5) The system shall support detection of a broad range of clinically significant microorganisms, including aerobic and anaerobic organisms, in accordance with current clinical laboratory standards.
(6) The system shall provide alerts or notifications for positive cultures in a manner that supports timely clinical response.
(7) The system shall support data capture and traceability of specimens and blood culture bottles, including information that may assist in quality management and investigation of contamination events.
(8) The system shall support integration with organism identification and antimicrobial susceptibility testing (ID/AST) workflows to facilitate efficient progression from positive blood culture detection to organism identification.
(9) The system shall be capable of continuous operation with minimal downtime and shall support maintenance and service activities without significant disruption to ongoing specimen incubation.

7. ID/AST System Technical Features.

a. The system shall provide automated organism identification and antimicrobial susceptibility testing (ID/AST) for aerobic, facultative, fastidious, and anaerobic microorganisms as applicable to clinical laboratory operations.
b. The system shall support testing capabilities aligned with current CLSI guidelines and shall be updated as standards evolve.
c. The system shall provide a comprehensive and extensive database of bacterial and yeast species consistent with FDA and CLSI guidelines.
d. The system shall provide a comprehensive array of antimicrobial susceptibility panels or equivalent methodologies which each facility may select to meet clinical needs. Contractor shall supply a list of available panels and methodology limitations at time of proposal.
e. The system shall support detection of emerging antimicrobial resistance and clinically significant resistant organisms, including organisms producing carbapenemase and other resistance mechanisms.
f. Software or equipment modifications required to comply with updated CLSI, CDC, or other authoritative guidance shall be provided as they become available. The system shall allow for manual modification of susceptibility breakpoints as needed.
g. The system shall support generation of cumulative microbiology data, including antibiograms and organism-specific susceptibility profiles.
h. The system shall include a built-in quality control program to monitor system performance.
i. **Antimicrobial Susceptibility Standards.** The Government's current antimicrobial susceptibility testing profile is reflected through representative antibiotic groupings described above and is intended to communicate clinical expectations for organism specifc susceptibility testing.
j. The Contractor shall provide antimicrobial susceptibility testing panels or equivalent methodologies sufficient to support clinically appropriate testing across organism types in accordance with current Clinical and Laboratory Standards Institute (CLSI) guidelines.
k. The Contractor's proposed system shall demonstrate the ability to support antimicrobial agents, or clinically equivalent alternatives, within available susceptibility testing panels or methodologies. The Contractor shall provide documentation of available panels and

clearly identify any limitations or exceptions associated with their testing methodology at the time of proposal.

8. Data Management. The System shall have the following:

- **a.** Capability to provide varied options for analysis and reporting/review of cumulative patient data on isolated organisms, blood culture results, and antimicrobial profiles.
- **b.** Capability to record, store, and print the following information:
  - (1) Required quality control and instrument maintenance information.
  - (2) Patient demographic information and specimen results.
  - (3) Capability of manipulating/sorting patient demographic information and microbiology test results, including blood culture data, to generate epidemiological reports (e.g., antibiograms, contamination monitoring, and quality management reports).
  - (4) Sufficient memory to store patient information and test results for at least one (1) year with downloading capability to an external medium for long term storage of patient records and other information.
  - (5) Capability to capture and retain specimen and blood culture bottle traceability data, including information that may assist in quality management and investigation of contamination events.

9. Hardware Features. The instrumentation shall have the following:

- a. A total equipment footprint that when installed in the laboratory shall not impact the functionality/operations of that laboratory.
- b. An on-board monitor/screen that is easily readable.
- c. An uninterruptible power supply with line conditioner for each instrument provided.

10. Specific Equipment Requirements. The Contractor shall provide a microbiology solution configured to support operations at both the Amarillo VA Medical Center and the Lubbock Community-Based Outpatient Clinic (CBOC), consistent with the scope of this statement of work. The proposed solution shall reflect the operational roles of each site, with blood culture detection systems deployed at Amarillo and organism identification and antimicrobial susceptibility testing (ID/AST) systems supporting both locations. The instrumentation provided shall function as a cohesive microbiology solution across sites, supporting standardized workflows, training, and operational consistency. Solutions that result in fragmented or non-standardized microbiology operations across AVAHCS are not acceptable.

11. Validation. All validation testing is the responsibility of the Government. The Contractor shall assist the Government with coordinating validation.

12. Support Features.

- **a. Commercial marketing.** The equipment models being offered shall be in current production as of the date this offer is submitted. For purposes of this solicitation, “current production” shall mean that the clinical laboratory analyzer model is being offered as new equipment. Discontinued models that are only being made available as remanufactured equipment are not acceptable.

b. **Training.** The Contractor shall provide an instrument training program coordinated with equipment installation, sufficient to the size and scope of the facility's services and minimally equivalent to the terms and conditions for training. Training shall include system operation, data management, troubleshooting, and basic maintenance. The Contractor shall provide training for at least one operator per facility. Off-site training shall include airfare, lodging, and per diem. One classroom training entitlement per instrument. Onsite training shall be offered for each instrument for one (1) key operator per instrument immediately following installation. The Contractor shall also offer annual off-site classroom training supporting at least one key operator per instrument.
c. **Equipment Preventative Maintenance and Repair Service**. The Contractor shall provide comprehensive preventative maintenance and repair services for all instrumentation provided under this Indefinite Delivery / Indefinite Quantity (ID/IQ) contract. Preventative maintenance shall be performed in accordance with the manufacturers' recommended frequency.
d. The Contractor shall ensure that service activities are performed in a manner that minimizes disruption to ongoing microbiology operations, including continuous incubation of blood culture specimens where applicable.
e. Service shall ensure continuous operational capability of microbiology systems, including blood culture and ID/AST instrumentation. Service support shall include:
   (1) On-site service availability seven (7) days per week for systems that do not have functional redundancy and where downtime would result in interruption of clinical testing capability.
   (2) Remote diagnostic capability where available to facilitate rapid troubleshooting.
   (3) Response time and resolution consistent with maintaining uninterrupted laboratory operations.
   (4) Provision of all parts, labor, travel, and materials necessary to maintain full system functionality at no additional cost
g. **Updates.** The Contractor shall provide updates to both equipment hardware and software to maintain system integrity and current technology at no additional cost. Updates shall be provided as they become commercially available and at the same time they are provided to commercial customers. This includes software updates, hardware corrections, and enhancements necessary to maintain performance and regulatory compliance.
h. **Ancillary support equipment**. The Contractor shall provide, install, and maintain all ancillary support equipment required to fully operate the system, including cabinetry, water systems, interface components, and any other required infrastructure. All standard components customarily provided with the equipment shall be included.

13. **Commercial Offerings.** The Contractor shall provide all support materials routinely provided to commercial customers that support regulatory compliance and system operation, including procedure manuals in CLSI format or equivalent electronic documentation integrated within system software.

14. **Characterization of waste.** The Contractor shall provide documentation that it has characterized the hazardous nature of all wastes produced by all equipment, devices, reagents, and discharges in accordance with the requirements of the Code of Federal Regulations Title 40 "Protection of the Environment" Part 261 et seq. and applicable state

and local requirements. Documentation shall include a description of the characteristics of the hazardous waste produced as a byproduct of the instrument operations, Safety Data Sheets (SDS) meeting the requirements of the Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA), the analytical process used to determine the hazardous nature and characteristics of the waste, and the analytical test results. Testing of hazardous waste is to be done in accordance with testing protocol specified for each individual waste as described in the Code of Federal Regulations Title 40 to make a determination if the waste is a hazardous waste or otherwise regulated.

a. The determination and description shall address the following:
- **(1)** Waste toxicity (Reference 40 CFR §261.11 and 40 CFR §261.24)
- **(2)** Waste ignitability (Reference 40 CFR §261.21)
- **(3)** Waste corrosivity (Reference 40 CFR §261.22)
- **(4)** Waste reactivity (Reference 40 CFR §261.23)
- **(5)** Hazardous waste from non-specific sources (F-listed) (Reference 40 CFR §261.31)
- **(6)** Discarded commercial products (acutely toxic or P-listed and toxic or U-listed) (Reference 40 CFR §261.33)
- **(7)** Solid Waste (Reference 40 CFR §261.2)
- **(8)** Exclusions (Reference 40 CFR §261.4)

b. The Contractor will provide written instructions and training material to ensure VHA laboratory staff are trained as needed to properly operate devices with special emphasis to managing and disposing of hazardous waste in accordance with EPA and state requirements. Additionally, the training provided by the Contractor must fulfill Resource Conservation and Recovery Act (RCRA) requirements for training as applicable to devices.

c. The documentation the contractor provides will be used to work with the VAMC and the public and/or private organization (e.g., POTW) to determine whether or not the waste from each device can legally be disposed of via the sewerage system.

15. Shipping and Delivery.

Amarillo Veterans Affairs Medical Center
Thomas E. Creek VA Medical Center
ATTN: Laboratory
6010 Amarillo Blvd W
Amarillo, TX 79106

Lubbock VA CBOC
ATTN: Laboratory
3510 4th Street
Lubbock, TX 79415

16. Implementation/transition timeframe.

a. The implementation of the services/requirements described in this solicitation shall be completed no later than 90 days after the award. This timeline is based on a reasonable attempt of the Contractor to complete all necessary implementation requirements within the stated timeframe. Contractor shall not be penalized for implementation timelines that extend beyond the 90-day timeframe if the extension is through no fault of the Contractor and is a result of delays due to the Government. Implementation shall be planned and executed in a manner that ensures continuity of microbiology operations, including uninterrupted blood culture incubation and testing capability during system transition.

b. Upon award, the transition period to have all equipment and peripherals installed and operational shall be from date of award through 90 days. During this same period all

initial training of VA personnel in the operation and maintenance of said award shall also be completed.

c. Contractor shall provide with its quotation and implementation plan for installation of new equipment. Contractor's submitted plan shall not exceed 90 days for the transition of all services under the awarded ID/IQ including installation and training of personnel. Failure of the Contractor to conform to the transition period shall be considered as sufficient cause to terminate for cause under the Termination for Cause clause of the ID/IQ.

d. At the end of 90 days from award of the ID/IQ, the awarded Contractor shall have full and sole responsibility for services under the awarded ID/IQ.

17. Standard and Quality of Performance. This paragraph establishes a standard of quality performance that shall be met before any equipment listed on the delivery order [or ID/IQ] is accepted by the Government. This also includes replacement, substitute machines and machines that are added or field modified after a system has demonstrated successful performance. The acceptance period shall begin on the installation date. It shall end when the equipment has met the standard of performance for a period of 30 consecutive calendar days by operating in conformance with the Contractor's technical specification or as quoted in any ID/IQ at an effective level of 90% or more.

a. In the event that equipment does not meet the standard of performance during the initial 30 consecutive calendar days, the standard of performance tests shall continue on a day-by-day basis until the standard of performance is met for a total of 30 consecutive days.

b. If the equipment fails to meet the standard of performance after 90 calendar days from the installation date, the user may, at his/her option, request a replacement or terminate the order in accordance with the provisions of FAR 52.212-4 entitled "Termination for Cause."

c. Operational use time for performance testing for a system is defined as the accumulated time during which the machine is in actual use. System failure downtime is that period of time when any machine in the system is inoperable due to equipment failure. Downtime for each incident shall start from the time the Government makes a bona fide attempt to contact the Contractor's designated representative at the prearranged contact point until the system or machine(s) is returned to the Government in proper operating condition.

d. During the performance period for a system, a minimum of 100 hours of operational use time with productive or simulated work shall be required as a basis for computation of the effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum of 100 hours.

e. The Government will maintain daily records to satisfy the requirements of this paragraph and shall notify the Contractor in writing of the date of the first day of the successful period of operation. Operations use time and downtime shall be measured in hours and whole minutes.

f. During the term of the ID/IQ, should the repair record of any individual piece of laboratory equipment reflect a downtime of 10% or greater of the normal working days in one calendar month, a determination shall be made by the COR to replace the malfunctioning equipment with new equipment. The responsibility for maintaining the equipment furnished in good condition in accordance with manufacturer's instructions,

shall be solely that of the Contractor. Each instrument provided by the Contractor shall maintain an uptime of 90% in each month of the term of the agreement for equipment.

18. **Government's Responsibility.** The user will perform routine maintenance and cleaning as required in the manufacturer's operation and maintenance instructions. The user shall maintain appropriate records to satisfy the requirements of this paragraph.

19. **Ownership of Equipment.** Title to the equipment shall remain with the Contractor. All accessories (unused consumables, etc.) furnished by the Contractor shall accompany the equipment when returned to the Contractor. The Contractor, upon expiration of order(s), at termination and/or replacement of equipment, shall remove the equipment. The Contractor shall disconnect the analyzer (gas, water, air, etc.) and shall be responsible for all packing and shipping required to remove the analyzer.
    - **a.** The Contractor will identify if removable media is required to perform their duties. The Clinical Engineering Department will ensure the removable media is scanned with anti-virus software running current virus definitions prior to connection to any medical device/system. Any Contractor with patient sensitive information that is imported into the removable media device for any reason must purge all patient sensitive information prior to departure from the facility.
    - **b.** Prior to termination or completion of this ID/IQ, Contractor/subcontractor must not destroy information received from VA, or gathered/created by the Contractor in the course of performing this ID/IQ without prior written approval by the VA. Any data destruction done on behalf of VA by a Contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the Contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination or completion of the ID/IQ.
    - **c.** All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the ID/IQ or (ii) disposal or return of the IT equipment by the Contractor/subcontractor or any person acting on behalf of the Contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the Contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction, or the Contractor/ subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination or completion of the ID/IQ or disposal or return of the IT equipment, whichever is earlier.
    - **d.** Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the Contractor at the end of lease, for trade-in, or other purposes. The options are:
        - **(1)** The Contractor must accept the system without the drive.
        - **(2)** VA's initial medical device procurement includes a spare drive which must be installed in place of the original drive at time of turn-in; or

(3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.

e. Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

(1) The equipment Contractor must have an existing BAA if the device being traded in has protected health information stored on it and hard drive(s) from the system are being returned physically intact; and

(2) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or ID/IQ.

(3) A statement would need to be signed by the Director (System Owner) stating that the drive could not be removed and that (a) and (b) controls above are in place and completed. The Information Security Officer (ISO) needs to maintain the documentation.

20. Information Security and Privacy Requirements. The Contractor, their personnel, and their subcontractors shall be subject to all applicable Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and information system security as delineated in this contract. The Contractor shall also comply with all Information Technology Security Requirements outlined in this SOW.

21. Information Technology Security Requirements.

a. General. This applies to all acquisitions requiring any Information Security and Privacy language. Contractors, contractor personnel, subcontractors and subcontractor personnel will be subject to the same federal laws, regulations, standards, VA directives and handbooks, as VA personnel regarding information and information system security and privacy.

b. Access to VA Information and VA Information Systems. This section applies when any person requires access to information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees and subcontractors only to the extent necessary to perform the services specified in the solicitation or contract. This includes indirect entities, both affiliate of contractor/subcontractor and agent of contractor/subcontractor.

c. Security Incident Investigation. This entire section applies to all acquisitions requiring any Information Security and Privacy language.

(1) The contractor, subcontractor, their employees, or business associates shall report within 72 hours suspected security / privacy incidents to the VA OIT's Enterprise Service Desk (ESD) by calling (855) 673-4357 (TTY: 711). The ESD is OIT's 24/7/365 single point of contact for IT-related issues, following confirmation of a reportable breach. After reporting to the ESD, the contractor, subcontractor, their

employees, or business associates shall, within 72 hours, provide the COR/CO the incident number received from the ESD.

(2) To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved and the circumstances surrounding the incident, including the following:
   (a) The date and time (or approximation of) the Security Incident occurred.
   (b) The names of individuals involved (when applicable).
   (c) The physical and logical (if applicable) location of the incident.
   (d) Why the Security Incident took place (i.e., catalyst for the failure).
   (e) The amount of data belonging to VA believed to have been compromised.
   (f) The remediation measures the contractor is taking to ensure no future incidents of a similar nature.

(3) After the contractor has provided the initial detailed incident summary to VA, they will continue to provide written updates on any new and relevant circumstances or facts they discover. The contractor, subcontractor, and their employes shall fully cooperate with VA or third-party entity performing an independent risk analysis on behalf of VA. Failure to cooperate may be deemed a material breach and grounds for contract termination.

(4) VA IT contractors shall follow VA Handbook 6500, Risk Management Framework for VA Information Systems VA Information Security Program, and VA Information Security Knowledge Service guidance for implementing an Incident Response Plan or integrating with an existing VA implementation.

(5) In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG, and the VA Office of Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal violations associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

(6) With respect to unsecured Protected Health Information (PHI), the contractor is deemed to have discovered a data breach when the contractor knew of such information. When a business associate is part of VHA contract, notification to the covered entity (VHA) shall be made in accordance with the executed BAA.

(7) If the contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach involving any VA sensitive personal information the contractor/subcontractor processes or maintains under the contract; the contractor shall pay liquidated damages to the VA as set forth in clause 852.211-76, Liquidated Damages—Reimbursement for Data Breach Costs.

(End of Statement of Work)

B.3 PRICE/COST SCHEDULE

This is a Single Award, Firm-Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ) Contract. The guaranteed minimum award amount for this contract is $10,000.00. The maximum aggregate value of orders that can be placed under this contract is $950,000.00. The Government does not guarantee that it will place any orders under this contract in excess of the guaranteed minimum award amount.

Ordering Periods.

Ordering Period 1: 08/01/2026 to 07/31/2027
Ordering Period 2: 08/01/2027 to 07/31/2028
Ordering Period 3: 08/01/2028 to 07/31/2029
Ordering Period 4: 08/01/2029 to 07/31/2030
Ordering Period 5: 08/01/2030 to 07/31/2031

Delivery.

Amarillo Veterans Affairs Medical Center
Thomas E. Creek VA Medical Center
ATTN: Laboratory
6010 Amarillo Blvd W
Amarillo, TX 79106

Lubbock VA Community Based Outpatient Clinic
ATTN: Laboratory
3510 4th Street
Lubbock, TX 79415

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Organism Identification / Susceptibility Testing Cost Per Test (CPT); Amarillo Veterans Medical Center (VAMC) Ordering Period 1 POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	880.00	EA	_____	_____
0001AA	Automated Identification & Antimicrobial Susceptibility (ID/AST) Instrument Instrument Name: _____ Instrument Manufacturer / Part Number: _____ Ordering Period 1 POP Begin: 08-01-2026 POP End: 07-31-2027	1.00	EA	_____	_____

	PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
0001AB		1.00	LT	_____	_____
	Consumables Ordering Period 1 POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
0002		2,400.00	EA	_____	_____
	Blood Culture Testing Cost Per Test (CPT); Amarillo Veterans Medical Center (VAMC) Ordering Period 1 POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
0002AA		1.00	EA	_____	_____
	Automated Blood Culture Detection System Instrument Name: _____ Instrument Manufacturer / Part Number: _____ Ordering Period 1 POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
0002AB		1.00	LT	_____	_____
	Consumables Ordering Period 1 POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				

0003		260.00	EA	_____	_____
	Organism Identification / Susceptibility Testing Cost Per Test (CPT); Lubbock VA Community Based Outpatient Clinic (CBOC) Ordering Period 1 POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
0003AA		1.00	EA	_____	_____
	Automated Identification & Antimicrobial Susceptibility (ID/AST) Instrument Instrument Name: _____ Instrument Manufacturer / Part Number: _____ Ordering Period 1 POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
0003AB		1.00	LT	_____	_____
	Consumables Ordering Period 1 POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
0004		1.00	YR	_____	_____
	On-Site Services and Repair to include Labor, Travel and Repair Parts (Amarillo and Lubbock) Ordering Period 1 POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
0005		1.00	YR	_____	_____
	Initial Operator Training (Amarillo and Lubbock) Ordering Period 1 POP Begin: 08-01-2026				

	POP End: 07-31-2027 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
1001	Organism Identification / Susceptibility Testing Cost Per Test (CPT); Amarillo Veterans Medical Center (VAMC) Ordering Period 2 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	880.00	EA	_____	_____
1001AA	Automated Identification & Antimicrobial Susceptibility (ID/AST) Instrument Ordering Period 2 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	EA	_____	_____
1001AB	Consumables Ordering Period 2 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	LT	_____	_____
1002	Blood Culture Testing Cost Per Test (CPT); Amarillo Veterans Medical Center (VAMC) Ordering Period 2 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use	2,400.00	EA	_____	_____

	Cost Per Test (CPT)				
1002AA	Automated Blood Culture Detection System Ordering Period 2 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	EA	_____	_____
1002AB	Consumables Ordering Period 2 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	LT	_____	_____
1003	Organism Identification / Susceptibility Testing Cost Per Test (CPT); Lubbock VA Community Based Outpatient Clinic (CBOC) Ordering Period 2 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	260.00	EA	_____	_____
1003AA	Automated Identification & Antimicrobial Susceptibility (ID/AST) Instrument Ordering Period 2 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	EA	_____	_____
1003AB	Consumables Ordering Period 2 POP Begin: 08-01-2027 POP End: 07-31-2028	1.00	LT	_____	_____

	PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
1004	On-Site Services and Repair to include Labor, Travel and Repair Parts (Amarillo and Lubbock) Ordering Period 2 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	YR	_____	_____
2001	Organism Identification / Susceptibility Testing Cost Per Test (CPT); Amarillo Veterans Medical Center (VAMC) Ordering Period 3 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	880.00	EA	_____	_____
2001AA	Automated Identification & Antimicrobial Susceptibility (ID/AST) Instrument Ordering Period 3 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	EA	_____	_____
2001AB	Consumables Ordering Period 3 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	LT	_____	_____

2002		2,400.00	EA	_____	_____
	Blood Culture Testing Cost Per Test (CPT); Amarillo Veterans Medical Center (VAMC) Ordering Period 3 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
2002AA		1.00	EA	_____	_____
	Automated Blood Culture Detection System Ordering Period 3 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
2002AB		1.00	LT	_____	_____
	Consumables Ordering Period 3 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
2003		260.00	EA	_____	_____
	Organism Identification / Susceptibility Testing Cost Per Test (CPT); Lubbock VA Community Based Outpatient Clinic (CBOC) Ordering Period 3 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
2003AA		1.00	EA	_____	_____
	Automated Identification & Antimicrobial Susceptibility (ID/AST) Instrument Ordering Period 3 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory				

	Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
2003AB	Consumables Ordering Period 3 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	LT	_____	_____
2004	On-Site Services and Repair to include Labor, Travel and Repair Parts (Amarillo and Lubbock) Ordering Period 3 POP Begin: 08-01-2028 POP End: 07-31-2029 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	YR	_____	_____
3001	Organism Identification / Susceptibility Testing Cost Per Test (CPT); Amarillo Veterans Medical Center (VAMC) Ordering Period 4 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	880.00	EA	_____	_____
3001AA	Automated Identification & Antimicrobial Susceptibility (ID/AST) Instrument Ordering Period 4 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	EA	_____	_____
3001AB		1.00	LT	_____	_____

	Consumables Ordering Period 4 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
3002	Blood Culture Testing Cost Per Test (CPT); Amarillo Veterans Medical Center (VAMC) Ordering Period 4 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	2,400.00	EA	_____	_____
3002AA	Automated Blood Culture Detection System Ordering Period 4 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	EA	_____	_____
3002AB	Consumables Ordering Period 4 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	LT	_____	_____
3003	Organism Identification / Susceptibility Testing Cost Per Test (CPT); Lubbock VA Community Based Outpatient Clinic (CBOC) Ordering Period 4 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical	260.00	EA	_____	_____

	Laboratory Use Cost Per Test (CPT)				
3003AA	Automated Identification & Antimicrobial Susceptibility (ID/AST) Instrument Ordering Period 4 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	EA	_____	_____
3003AB	Consumables Ordering Period 4 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	LT	_____	_____
3004	On-Site Services and Repair to include Labor, Travel and Repair Parts (Amarillo and Lubbock) Ordering Period 4 POP Begin: 08-01-2029 POP End: 07-31-2030 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	YR	_____	_____
4001	Organism Identification / Susceptibility Testing Cost Per Test (CPT); Amarillo Veterans Medical Center (VAMC) Ordering Period 5 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	880.00	EA	_____	_____
4001AA	Automated Identification & Antimicrobial Susceptibility (ID/AST) Instrument	1.00	EA	_____	_____

	Ordering Period 5 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)				
4001AB	Consumables Ordering Period 5 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	LT	_____	_____
4002	Blood Culture Testing Cost Per Test (CPT); Amarillo Veterans Medical Center (VAMC) Ordering Period 5 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	2,400.00	EA	_____	_____
4002AA	Automated Blood Culture Detection System Ordering Period 5 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	EA	_____	_____
4002AB	Consumables Ordering Period 5 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use	1.00	LT	_____	_____

	Cost Per Test (CPT)				
4003	Organism Identification / Susceptibility Testing Cost Per Test (CPT); Lubbock VA Community Based Outpatient Clinic (CBOC) Ordering Period 5 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	260.00	EA	_____	_____
4003AA	Automated Identification & Antimicrobial Susceptibility (ID/AST) Instrument Ordering Period 5 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	EA	_____	_____
4003AB	Consumables Ordering Period 5 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	LT	_____	_____
4004	On-Site Services and Repair to include Labor, Travel and Repair Parts (Amarillo and Lubbock) Ordering Period 5 POP Begin: 08-01-2030 POP End: 07-31-2031 PRINCIPAL NAICS CODE: 334516 - Analytical Laboratory Instrument Manufacturing PRODUCT/SERVICE CODE: 6632 - Analysis Instruments, Medical Laboratory Use Cost Per Test (CPT)	1.00	YR	_____	_____
				GRAND TOTAL	_____

B.4 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
0001AA – 0001AB	SHIP TO: Amarillo Veterans Healthcare System Thomas E. Creek VA Medical Center 6010 Amarillo Blvd W Amarillo, TX 79106 USA FOB: DESTINATION	See Line Items	08/01/2026 to 07/31/2027
0002AA – 0002AB	SHIP TO: Amarillo Veterans Healthcare System Thomas E. Creek VA Medical Center 6010 Amarillo Blvd W Amarillo, TX 79106 USA FOB: DESTINATION	See Line Items	08/01/2026 to 07/31/2027
0003AA – 0003AB	SHIP TO: Amarillo Veterans Healthcare System Lubbock VA Community Based Outpatient Clinic: 3510 4th St Lubbock, TX 79415 USA FOB: DESTINATION	See Line Items	08/01/2026 to 07/31/2027
0004	SHIP TO: Amarillo Veterans Healthcare System 6010 Amarillo Blvd W Amarillo, TX 79106 USA	See Line Items	08/01/2026 to 07/31/2027
0005	SHIP TO: Amarillo Veterans Healthcare System 6010 Amarillo Blvd W Amarillo, TX 79106 USA	See Line Items	08/01/2026 to 07/31/2027
1001AA – 1001 AB	SHIP TO: Amarillo Veterans Healthcare System Thomas E. Creek VA Medical Center 6010 Amarillo Blvd W Amarillo, TX 79106	See Line Items	08/01/2027 to 07/31/2028

		USA FOB: DESTINATION		
1002AA – 1002AB	SHIP TO:	Amarillo Veterans Healthcare System Thomas E. Creek VA Medical Center 6010 Amarillo Blvd W Amarillo, TX 79106 USA FOB: DESTINATION	See Line Items	08/01/2027 to 07/31/2028
1003AA – 1003AB	SHIP TO:	Amarillo Veterans Healthcare System Lubbock VA Community Based Outpatient Clinic: 3510 4th St Lubbock, TX 79415 USA FOB: DESTINATION	See Line Items	08/01/2027 to 07/31/2028
1004	SHIP TO:	Amarillo Veterans Healthcare System 6010 Amarillo Blvd W Amarillo, TX 79106 USA	See Line Items	08/01/2027 to 07/31/2028
2001AA – 2001AB	SHIP TO:	Amarillo Veterans Healthcare System Thomas E. Creek VA Medical Center 6010 Amarillo Blvd W Amarillo, TX 79106 USA FOB: DESTINATION	See Line Items	08/01/2028 to 07/31/2029
2002AA – 2001AB	SHIP TO:	Amarillo Veterans Healthcare System Thomas E. Creek VA Medical Center 6010 Amarillo Blvd W Amarillo, TX 79106 USA FOB: DESTINATION	See Line Items	08/01/2028 to 07/31/2029
2003AA – 2003AB	SHIP TO:	Amarillo Veterans Healthcare System Lubbock VA Community	See Line Items	08/01/2028 to 07/31/2029

		Based Outpatient Clinic: 3510 4th St Lubbock, TX 79415 USA FOB: DESTINATION		
2004	SHIP TO:	Amarillo Veterans Healthcare System 6010 Amarillo Blvd W Amarillo, TX 79106 USA	See Line Items	08/01/2028 to 07/31/2029
3001AA – 3001AB	SHIP TO:	Amarillo Veterans Healthcare System Thomas E. Creek VA Medical Center 6010 Amarillo Blvd W Amarillo, TX 79106 USA FOB: DESTINATION	See Line Items	08/01/2029 to 07/31/2030
3002AA – 3002AB	SHIP TO:	Amarillo Veterans Healthcare System Thomas E. Creek VA Medical Center 6010 Amarillo Blvd W Amarillo, TX 79106 USA FOB: DESTINATION	See Line Items	08/01/2029 to 07/31/2030
3003AA – 3003AB	SHIP TO:	Amarillo Veterans Healthcare System Lubbock VA Community Based Outpatient Clinic: 3510 4th St Lubbock, TX 79415 USA FOB: DESTINATION	See Line Items	08/01/2029 to 07/31/2030
3004	SHIP TO:	Amarillo Veterans Healthcare System 6010 Amarillo Blvd W Amarillo, TX 79106 USA	See Line Items	08/01/2029 to 07/31/2030
4001AA – 4001AB	SHIP TO:	Amarillo Veterans Healthcare System Thomas E. Creek VA Medical	See Line Items	08/01/2030 to 07/31/2031

		Center 6010 Amarillo Blvd W Amarillo, TX 79106 USA FOB: DESTINATION		
4002AA – 4002AB	SHIP TO:	Amarillo Veterans Healthcare System Thomas E. Creek VA Medical Center 6010 Amarillo Blvd W Amarillo, TX 79106 USA FOB: DESTINATION	See Line Items	08/01/2030 to 07/31/2031
4003AA – 4003AB	SHIP TO:	Amarillo Veterans Healthcare System Lubbock VA Community Based Outpatient Clinic: 3510 4th St Lubbock, TX 79415 USA FOB: DESTINATION	See Line Items	08/01/2030 to 07/31/2031
4004	SHIP TO:	Amarillo Veterans Healthcare System 6010 Amarillo Blvd W Amarillo, TX 79106 USA	See Line Items	08/01/2030 to 07/31/2031

SECTION C - CONTRACT CLAUSES

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

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

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/
https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

(End of Clause)

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	NOV 2021
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION)	NOV 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION)	NOV 2025
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	OCT 2025
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION)	NOV 2025
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (DEVIATION)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	MAR 2026
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025

52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT —REQUIREMENTS (DEVIATION)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.225-5	TRADE AGREEMENTS	NOV 2023
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS (DEVIATION)	SEP 2025
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD (DEVIATION)	NOV 2025
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION)	NOV 2025
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026

C.2 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08/01/2026 through 07/31/2031.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor’s fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor’s email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $190,000.00;

(2) Any order for a combination of items in excess of $950,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.4 52.216-22 INDEFINITE QUANTITY (NOV 2025) (DEVIATION)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to

the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 07/31/2031.

(End of Clause)

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.6 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) (DEVIATION)

(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.7 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at *https://www.sam.gov* (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,

Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if

OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at *https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists*.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at *https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information*.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at *https://www.trade.gov/consolidated-screening-list*, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services

produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f)*Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity’s possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

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

(ii) The specific prohibition the product or service is not complying with;

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

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

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

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

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was

provided to the Government or used during contract performance. The inquiry will look at any information in the entity’s possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

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

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product, or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of Provision)

C.8 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any VAAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

C.9 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee’s authority. A copy of the designation letter shall be furnished to the Contractor.

(End of Clause)

C.10 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of Clause)

C.11 VAAR 852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION) (MAR 2026)

(a) The Contractor shall comply with current Department of Veterans Affairs policy for personal identity verification of all employees performing under this contract when physical access to VA facilities, and/or logical access to VA information and VA information systems is required.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require physical access to VA facilities, and/or logical access to VA information and VA information systems.

(End of Clause)

C.12 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026)

(a) Definitions. As used in this clause –

VA Information system is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

VA sensitive information means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) *General*. Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation

associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at: https://vaww.va.gov/vapubs/index.cfm.

(c) *Risk and Sensitivity Levels*. The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract. *VA Administrations, organizations and staff offices will use the OPM Position Designation Tool.

Positions/Tasks Designated as Non-Sensitive Positions – Tier 1/Low Risk
Biomedical Equipment Support Specialist (GS-1601-11) / Install, troubleshoot, and repair Laboratory Analyzers / No National Security or Public Trust duties required.
Positions/Tasks Designated as Non-Sensitive Positions – Tier 2/Mod Risk
Positions/Tasks Designated as Non-Sensitive Positions – Tier 4/High Risk

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3: None

Tier 5: None

(d) *Fitness*. The results from a background investigation are used to determine if an individual's fitness is sufficient for that individual to perform work for or on behalf of VA in the position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee's logical access to VA data,

information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract. The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) *Identification Cards*. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.

2. Upon completion of the Contractor/subcontractor employee's employment.

3. Upon contract completion or termination.

(f) *Lost/stolen*. Immediately upon detection, the Contractor shall report a lost or stolen PIV/identification card to the Government authorities as identified in Directive/Handbook 0735. Within 48 hours of reporting the lost/stolen PIV/identification card, the Contractor shall submit to the Program Manager an incident report that describes the relevant facts and circumstances regarding the loss/theft. If the loss/theft was reported by the Contractor to the local police, the Contractor shall further submit a copy of the final police report to the Program Manager within 48 hours of the report being made available by the local police department. The Government will not reimburse the Contractor for any costs that result from lost/stolen PIV/identification card(s).

(g) *Regular Reporting*. The Contractor shall submit a status report to PIV Sponsor within 5 working days after the end of each calendar quarter and as requested by the Government in order to initiate contract closeout procedures. The report must provide the status of each contractor/subcontractor employee who is required to have a PIV/identification card during the performance of the contract. The report shall identify the Contractor and the contract number, and list the following status for each contractor/subcontractor employee who holds a PIV/identification card under this contract:

1. Contractor/subcontractor employee name.

2. Name of VA facility where Contractor/subcontractor employee works, if applicable.

3. Date background check submitted for Contractor/subcontractor employee.

4. Date PIV/identification card issued to Contractor/subcontractor employee.

5. Contractor/subcontractor employee's PIV/identification card number, as applicable.

6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.

7. Date Contractor notified VA that PIV/identification card is no longer required.

8. Date Contractor returned PIV/identification card was returned to VA.

(h) *Flow down of clause*. The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAA's, in which subcontractors, third-party servicers/employees, and business associates will perform functions where they will have physical access to a VA facility or logical access to VA data, information, VA sensitive information, or information technology or VA information system containing such data or information.

(End of Clause)

C.13 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (NOV 2018)

(a) The Contractor shall conform to the standards established by: Clinical and Laboratory Standards Institute (CLSI), College of American Pathologists (CAP), and the Food and Drug Administration (FDA).

(b) The Contractor shall submit proof of conformance to the standard. This proof may be a label or seal affixed to the equipment or supplies, warranting that the item(s) have been tested in accordance with the standards and meet the contract requirement. Proof may also be furnished by the organization listed above certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(c) Offerors may obtain the standards cited in this provision by submitting a request, including the solicitation number, title and number of the publication to: https://clsi.org/, https://www.cap.org/, and www.fda.gov.

(d) The offeror shall contact the Contracting Officer if response is not received within two weeks of the request.

(End of Clause)

C.14 VAAR 852.211-76 LIQUIDATED DAMAGES – REIMBURSEMENT FOR DATA BREACH COSTS (FEB 2023) ALTERNATE I (FEB 2023)

(a) *Definition*. As used in this clause, ‘‘contract’’ means any contract, agreement, order or other instrument and encompasses the definition set forth in FAR 2.101.

(b) *Non-disclosure requirements*. As a condition of performance under a contract, order, agreement, or other instrument that requires access to sensitive personal information as defined in VAAR 802.101, the following is expressly required—

(1) The Contractor, subcontractor, their employees or business associates shall not, directly or through an affiliate or employee of the Contractor, subcontractor, or business associate,

disclose sensitive personal information to any other person unless the disclosure is lawful and is expressly permitted under the contract; and

(2) The Contractor, subcontractor, their employees or business associates shall immediately notify the Contracting Officer and the Contracting Officer's Representative (COR) of any security incident that occurs involving sensitive personal information.

(c) *Liquidated damages*. If the Contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $37.50 per affected individual in order to cover costs related to the notification, data breach analysis and credit monitoring. In the event the Contractor provides payment of actual damages in an amount determined to be adequate by the Contracting Officer, the Contracting Officer may forgo collection of liquidated damages.

(d) *Purpose of liquidated damages*. Based on the results from VA's determination that there was a data breach caused by Contractor's or any of its agents' failure to protect or otherwise engaging in conduct to cause a data breach of VA sensitive personal information, and as directed by the Contracting Officer, the Contractor shall be responsible for paying to the VA liquidated damages in the amount of $37.50 per affected individual to cover the cost of the following:

(1) Notification related costs.

(2) Credit monitoring reports.

(3) Data breach analysis and impact.

(4) Fraud alerts.

(5) Identity theft insurance.

(e) *Relationship to termination clause, if applicable*. If the Government terminates this contract in whole or in part under the Termination for cause paragraph, FAR 52.212–4(m), Contract Terms and Conditions—Commercial Products and Commercial Services, the Contractor is liable for damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These damages are in addition to costs of repurchase as may be required under the Termination clause.

(End of Clause)

C.15 VAAR 852.212-71 GRAY MARKET AND COUNTERFEIT ITEMS (FEB 2023)

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

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

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

(End of Clause)

C.16 VAAR 852.219-70 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (JAN 2023) (DEVIATION)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to certified service-disabled veteran-owned small business and certified veteran-owned small business SDVOSB/VOSB shall be at least commensurate with the Department's annual SDVOSB/VOSB subcontracting goals.

(c) For a commercial plan, the minimum goals for award of subcontracts to SDVOSB/ VOSB shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran owned small business subcontracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, SDVOSB/VOSBs must be certified and listed in the SBA certification database at https://veterans.certify.sba.gov/ (see 13 CFR 128) and be otherwise eligible in accordance with SBA size standards for the acquisition and limitations on subcontracting requirements set forth in SBA regulations (see 13 CFR 121, 125 and 128).A contractor may reasonably rely on a subcontractor's status as shown in the SBA certification database as of the date of subcontract award, provided the contractor retains records of the results of the SBA certification database query.

(e) The Contractor shall annually submit a listing of SDVOSB/VOSB (for which credit toward goal achievement is to be applied) for review by personnel in the Office of Small and Disadvantaged Business Utilization. Use VA Form 0896A, Report of Subcontracts to Small and Veteran-Owned Business.

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

(End of Clause)

C.17 VAAR 852.222-71 COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)

(a) The contractor shall comply with Executive Order 13899, Combating Anti-Semitism, pursuant to Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

(b) The contractor shall timely disclose, in writing, to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation under Executive Order 13899, Combatting Anti-Semitism pursuant to the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

(c) The contractor shall include the terms and conditions of this clause in every subcontract or purchase order so that these terms will be binding on every subcontractor or vendor.

(End of Clause)

C.18 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.19 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.20 VAAR 852.246-71 REJECTED GOODS (OCT 2018)

(a) *Supplies and equipment*. Rejected goods will be held subject to Contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the Contractor's address at the Contractor's risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the Contractor.

(b) *Perishable supplies*. The Contractor shall remove rejected perishable supplies within 48 hours after notice of rejection. Supplies determined to be unfit for human consumption will not be removed without permission of the local health authorities. Supplies not removed within the allowed time may be destroyed. The Department of Veterans Affairs will not be responsible for, nor pay for, products rejected. The Contractor will be liable for costs incident to examination of rejected products.

(End of Clause)

C.21 VAAR 852.247-73 PACKING FOR DOMESTIC SHIPMENT (OCT 2018)

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with regulations of carriers as applicable to the mode of transportation.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

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SECTION E - SOLICITATION PROVISIONS

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

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

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/
https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

(End of Provision)

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION)	NOV 2025
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	OCT 2025
52.222-48	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT— CERTIFICATION (DEVIATION)	NOV 2025
52.225-18	PLACE OF MANUFACTURE	AUG 2018
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (DEVIATION)	SEP 2025

E.2 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

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:

1. Technical Questions.

a. Technical questions shall be accepted by the Government in writing via email only no later than 1:00 PM Eastern Standard Time (EST), 06/17/2026. Please list “Technical Questions – 36C25726Q0603, Integrated Microbiology CPT” in the subject line of the e-mail and send to Kathryn Prose, Contract Specialist, at kathryn.prose@va.gov.
b. Please include in your questions the section of the solicitation/page number that your question is referencing.
c. The Government reserves the right not to answer questions that do not meet this timeline if doing so would result in an amendment requiring an extension of the solicitation and extending the solicitation would not be in the best interest of the Government. All responses to questions, which may affect offers, will be incorporated into a written amendment to the Request for Quote.

2. Submittal Instructions.

a. Offeror shall submit offers by Due Date/Time specified in Block 8 of the Standard Form (SF) 1449 of the solicitation via email to Kathryn Prose at kathryn.prose@va.gov. Please ensure the email subject line states, “Quote - 36C25726Q0603, Integrated Microbiology CPT – Contractor Name”.
b. This solicitation is issued as unrestricted. The vendor must be registered for NAICS 334516 in SAM.gov to be eligible for award.
c. SF1449; Offerors to complete:
• Block 12, Discount Terms, If Applicable
• Block 17a, Contractor/Offeror Business Information
• Blocks 30, Signature, Title and Date of offeror’s/contractor’s authorized individual
• Fill-ins in the B.1 Contract Administration Data section
d. Price Quote. The offeror shall submit a fully complete B.3 Price / Cost Schedule.
1) The offeror may submit a price quote on offerors own format. The pricing must include the unit price, extended price and total price for ordering periods 1 through 5. If an item is included in the CPT, then add the comment Not Separately Price (NSP) in the line-item price. Offerors must fill in the instrument name and manufacturer part / item number for each proposed instrument.
2) The offerors’ pricing must include all accessories required to establish a fully operational system for each location. Pricing must include the manufacturer part number and / or offeror’s item number.
3) All supply line items must include a manufacturer part number / item number.
e. Technical Documentation.
1) Provide a description of the proposed Integrated Microbiology Instruments that meet the requirements of the SOW.
2) Provide documentation demonstrating how vendor will be able to meet all the requirements described in the Statement of Work and technical evaluation criteria described in Provision FAR 52.212-2 Evaluation – Commercial Products and Commercial Services. This can be done through a direct comparison to the Statement of Work and/or providing product literature. All criteria must be addressed.

3) Offeror to include a description or listing of all reagents and consumable supplies that will be provided to the government for the CPT program (including CPT rates) for those items that are required to complete CPT results.
4) If not the Original Equipment Manufacturer (OEM), a letter signed by the OEM stating that the vendor is authorized to provide supplies.
5) Provide estimated delivery timeframe after receipt of the award.
6) In accordance with FAR 52.219-9, Small Business Subcontracting Plan, submit a Small Business Subcontracting Plan. This is only applicable to large businesses.

f. FAR Fill-in Requirements.

1) If applicable, complete the provision at FAR 52.219-1, Small Business Program Representation.
2) Completion of the provision at FAR 52.225-6, Trade Agreement Certificate. Provision is included in this solicitation to be completed below. The provision must be completed for all items to include the instruments, consumables and reagents.

g. Late quotes or documentation may be accepted if advantageous to the Government. Only quotes submitted by email will be considered. Submissions in any other format (fax, hard copy) will be deemed technically unacceptable outright and not considered for award.

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
Technical
Past Performance
Price
(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
(c) **Evaluation Approach.** The Government will evaluate quotations using the comparative evaluation process outlined in RFO 12.203(c)(2), where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation. The evaluation will consider the following:

Factor 1: Technical

a. The offeror must provide all instruments, consumables, reagents, and any other components required to support CPT testing requirement.
b. Instruments meet or exceed the requirement of the SOW to include test menu, operational features, technical features, blood culture system technical features, ID/AST system

technical features, antimicrobial susceptibility standards, data management features, and interface requirements in accordance with the SOW.

c. The offeror has the capability to provide instrument training, coordinated with equipment installation for at least one operator per facility in accordance with the SOW.

b. The offeror must provide comprehensive preventative maintenance and repair services for all instrumentation and ancillary equipment provided under this ID/IQ in accordance with the SOW.

c. The offeror must have the capability to provide service support to include on-site service availability seven (7) days per week, remote diagnostic capability, response time and resolution consistent with maintaining uninterrupted laboratory operations, and provision of all parts, labor, travel, and materials necessary to maintain full system functionality at no additional cost.

Factor 2: Past Performance. Past performance will be evaluated for past performance using assessment reports in Contractor Performance Assessment Reporting System (CPARS). A review of assessment from the past five (5) years will be used. Vendors with no past performance history will be rated "Neutral" for past performance. Ratings for past performance will be categorized as either “Less than Satisfactory,” “Satisfactory,” or “Better than Satisfactory.”

Factor 3: Price

a. In this factor, price will be evaluated for reasonableness, completeness, and fairness by comparing the proposed prices with the prices posed by other offerors.

b. The Base Year price (Ordering Period 1), the price for Ordering Periods 2 - 5, and total price will be evaluated by the Government. In evaluating the offeror’s proposed price for this project, the techniques and procedures described under FAR 12.209, Determination of Price reasonableness, will be the primary means of assessing proposal reasonableness.

c. Evaluations of Options. For purposes of award of this Contract, the Government intends to evaluate the option to extend services under FAR 52.217-8 as follows: The evaluation will consider the possibility that the option can be exercised at any time and can be exercised in increments of one to six months, but not for more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be those rates in effect under the contract each time an option is exercised under this clause. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

(End of Provision)

E.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION)

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

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

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

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

Small business concern—

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

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

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334516.

(2) The small business size standard is 1000 Employees.

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

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

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

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

(c) *Representations*.

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

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

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

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

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

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

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

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

joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice*.

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

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

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

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

(End of Provision)

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

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

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

Other End Products

Line-item No.	Country of origin

[List as necessary]

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

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (NOV 2025) (DEVIATION)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government

Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Delphia Schoenfeld
Delphia.schoenfeld@va.gov

Hand-Carried Address:
Department of Veterans Affairs
Babcock Medical Center
Network Contracting Office (NCO) 17
5441 Babcock Rd., Ste. 302
San Antonio TX 78240

Mailing Address:
Department of Veterans Affairs
Babcock Medical Center
Network Contracting Office (NCO) 17
5441 Babcock Rd., Ste. 302
San Antonio TX 78240

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.7 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

E.8 VAAR 852.215-72 NOTICE OF INTENT TO RE-SOLICIT (OCT 2019)

This solicitation provides offerors fewer than 30 days to submit proposals. In the event that only one offer is received in response to this solicitation, the Contracting Officer may cancel the solicitation and resolicit for an additional period of at least 30 days in accordance with 815.370–2.

(End of Provision)

E.9 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

(a) Any protest filed by an interested party shall—
(1) Include the name, address, fax number, email and telephone number of the protester;
(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov.*

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.11 VAAR 852.273-70 LATE OFFERS (NOV 2021)

This provision replaces paragraph (f) of FAR provision 52.212–1, Instructions to Offerors—Commercial Items. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the Contracting Officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)