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

1. REQUISITION NO. 659-26-2-098-0005

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C24626Q0418

6. SOLICITATION ISSUE DATE: 6-10-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Kamilah Nye

b. TELEPHONE NO. (No Collect Calls): 757-315-2510

8. OFFER DUE DATE/LOCAL TIME: 07-01-2026 15:00 EDT

9. ISSUED BY — CODE

Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

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

NAICS: 339113

SIZE STANDARD: 800 Employees

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

12. DISCOUNT TERMS: NET 30

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

13b. RATING: N/A

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

15. DELIVER TO — CODE

Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Drive

Hampton VA 23667

16. ADMINISTERED BY — CODE

Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE

TELEPHONE NO. — UEI: — EFT:

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

18a. PAYMENT WILL BE MADE BY — CODE

Department of Veterans Affairs
Financial Services Center
PO BOX 149971
Austin TX 78714-9971

PHONE: 512-460-5049 FAX: 512-460-5221

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This solicitation is for OR Light Equipment and Anesthesia Boom for the Charlotte Health Care Center and Kernersville Health Care Center 8 operating rooms (4 each). See Section D Attachments: - Attachment A – Line-Item Spreadsheet See Section E – Instruction to Offerors. - Site Visit instructions are included in Section E. Responses Due By: 15:00 EST, July 01,2026. POC: Kamilah Nye Email: kamilah.nye@va.gov (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

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

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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): Jamie Sullivan, Contracting Officer

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:

b. GOVERNMENT: Contracting Officer 36C246 Jamie Sullivan

Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

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 in Arrears

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.

VA Financial Service Center (FSC) Electronic Invoice Presentment and Payment System

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

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM #	DESCRIPTION OF SUPPLIES SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	HORIZONTAL ANESTHESIA BOOM Each Unit Consists of: (1) Electric Brake Power Control Unit (1 Power Supply) (1) Gas Riser Bracket (15 Riser) (2) Riser Kit for OXY (2) Riser Kit for AIR (2) Riser Kit for N2O (1) Riser Kit for WAGD (2) Riser Kit for VAC (1) Riser Box Enclosure For Single Mount Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	8.00	EA	_____	_____
0002	1000-950 90KG 115V US EQUIPMENT BOOM Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	8.00	EA	_____	_____
0003	Universal Anchor Plate (Single Mount) with Rods & Fasteners DRAWING: CENTERMOUNTED - 30M/30M/MH1/MH1 Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	8.00	EA	_____	_____
0004	LED Surgical Light - Quad Ceiling, 30M/30M/Two Single Monitor Holders DRAWING: CENTERMOUNTED - 30M/30M/MH1/MH1 Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical	8.00	EA	_____	_____

	Instruments, Equipment, and Supplies				
0005	Wall Control - Dual Drawing: Centermounted - 30M/30M/MH1/MH1 Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	8.00	EA	_____	_____
0006	Heavy Duty Monitor Arm Drawing: Centermounted - 30M/30M/MH1/MH Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	8.00	EA	_____	_____
0007	Universal Anchor Plate (Single Mount) with Rods & Fasteners Drawing: Patient Foot - Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	8.00	EA	_____	_____
0008	Electric Series - 1200-950 90KG 115V US DRAWING : Patient Foot - Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	8.00	EA	_____	_____
0009	Heavy Duty Monitor Arm Drawing Pateint Foot Equipment Boom Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027: PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and	8.00	EA	_____	_____

	Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies				
0010	Single Custom Ceiling Cover Kit Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	16.00	EA	_____	_____
0011	CA Series 3 Round Ceiling Cover (23") Assembly Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	8.00	EA	_____	_____
0012	INSTALL Install and Shipping Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 339113 - Surgical Appliance and Supplies Manufacturing PRODUCT/SERVICE CODE: 6515 - Medical and Surgical Instruments, Equipment, and Supplies	1.00	EA	_____	_____
				GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001-0012	SHIP TO:	Salisbury VA Health Care System Charlotte HCC and Kernersville HCC 1601 Brenner Ave. Salisbury, NC 28144 USA	ALL	One Year from time of Award.
	FOB:	DESTINATION		

B.4 STATEMENT OF WORK & SALIENT CHARACTERISTICS

HCC OR Surgical Lights - Equipment and Anesthesia Booms

1. INTRODUCTION/BACKGROUND:

The Salisbury VA Health Care System (SVAHCS) requires upgrading the operating room (OR) surgical lights, equipment booms, and anesthesia booms at the Kernersville Health Care Center (KER HCC) and Charlotte Health Care Center (CVC HCC). This essential project involves the removal of the existing surgical lighting systems, dual monitor arms, OR equipment booms, and anesthesia booms. New state-of-the-art surgical lights, equipment booms, and anesthesia booms will be installed to replace the outdated and unsupported systems currently in place.

The current surgical lights, OR equipment booms, and anesthesia booms have reached the end of their operational life and are no longer supported by the original manufacturer. This creates a significant challenge as necessary parts for service or repair are no longer available, which can lead to potential disruptions in surgical procedures. Additionally, the OR integration present in the current system is outdated and no longer approved for use in the VA facilities. To maintain the highest standards of patient care and safety, the SVAHCS must undertake immediate action to remove and replace these outdated systems with technologically advanced alternatives.

2. OBJECTIVE:

The objective of this project is to upgrade the operating room facilities at the Kernersville Health Care Center (KER HCC) and the Charlotte Health Care Center (CVC HCC) by removing the outdated OR equipment and installing new, state-of-the-art surgical lights, equipment booms, anesthesia booms, and dual monitor arms in a total of eight (8) operating rooms—four (4) at each HCC location. The scope of work includes:

Removal of existing OR equipment booms, anesthesia booms, surgical lights, and dual monitor arms.

Installation of new OR equipment booms, anesthesia booms, dual surgical lights, and dual monitor arms.

Supply of all required equipment and materials for both removal and installation.

Compliance with all Infection Control Risk Assessment (ICRA) requirements.

Connection of all necessary data, electrical lines, and medical gases, including waste anesthesia gas (WAG) in each room.

Post-installation medical gas connections and inspections.

Off-site disposal of all removed equipment and debris to prevent inappropriate disposal within facility dumpsters.

The vendor will be responsible for ensuring that all aspects of the project—from removal to installation—are conducted safely and effectively, adhering to the highest standards of quality and compliance.

The primary goal of the Salisbury VA Health Care System is to secure a firm fixed price turnkey project for the deinstallation of existing OR equipment booms and anesthesia booms and the subsequent installation of new equipment in a total of eight (8) operating rooms—four (4) at each HCC. The expected product includes:

The complete removal of outdated equipment from the operating rooms.

The installation of surgical lights, OR equipment booms, and anesthesia booms.

Comprehensive installation of data, electrical, and medical gas lines, along with necessary inspections and certifications.

Full provision of all necessary tools, equipment, and PPE to ensure the safe and effective performance of services.

Implementation of necessary infection control measures during installation.

Comprehensive removal of old system components and installation of new hardware, including cabling and wiring.

Thorough testing of all newly installed equipment to ensure full functionality.

Effective project management services to coordinate the project scope with medical center staff and building management.

Qualified professional training for end-users to ensure proper use and maintenance of new equipment.

The expected outcome is a fully upgraded, state-of-the-art operating room environment that enhances the efficiency and safety of surgical procedures, fully meeting the needs of the Salisbury VA Health Care System.

3. MAJOR REQUIREMENTS:

For the Contractor to accomplish the work under this task order/purchase order, it shall be necessary for the Contractor to complete the following tasks: The contractor must come to the facilities prior to start of project for walk through with facility building management, Administrative Officer, VA biomed representative, Peri-Op management or designee, and the project manager. The contractor shall provide standard class ICRA 2.0. The contractor shall provide and install infection control per the ICRA plan. Provide negative air unit with HEPA filter, tacky mats, fire retardant 6ml zipper door. Contractor shall tape all interior doors and cabinets during the construction phase.

The contractor shall perform work as needed after hours as allowed by the HCC building management/ownership to include Saturday work as permitted by building management.

The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the Contractor’s employees.

Shipping Coordination: Prior to the vendor shipping equipment, a coordination meeting must be held. This meeting aims to ensure the effective and timely delivery of the equipment and must include the following personnel:

Confirming the delivery schedule and timelines.

Identifying any potential obstacles or logistical challenges.

Clarifying responsibilities for handling and storage of the equipment upon arrival.

Coordinating the necessary preparations at the receiving location.

Reviewing any special handling or installation requirements.

Ensuring communication channels are established and protocol for updates and changes is set.

By adhering to these guidelines, both parties can ensure a smooth and efficient shipping process.

Line items will be split equally between each HCC location and shipped to the following locations:

Kernersville VA HCC

1695 Kernersville Medical Parkway

Kernersville, NC 27284

Charlotte VA HCC

3506 Tyvola Rd

Charlotte, NC 28208

Site Walkthrough:

The Contractor will conduct an on-site walkthrough at each Health Care Center (HCC) location (See Attachment B in Section D). Participants in the walkthrough will include the building management, Administrative Officer, VA biomed representative, Peri-Op management or designee, and the project manager. This walkthrough is essential for planning, coordination, and addressing any site-specific considerations prior to commencing work.

Deinstallation and Installation:

The Contractor shall deinstall the existing operating room surgical lights, equipment and anesthesia booms. This includes the removal of all outdated hardware and the proper installation of the new surgical lights, equipment and anesthesia booms to ensure functionality and compliance with VA standards.

After-Hours Work:

The Contractor is expected to perform certain tasks after regular working hours to minimize disruption to hospital operations, as permitted by HCC building management/ownership. This

may include working on Saturdays if allowed by the building management. This flexibility in working hours is crucial to ensure the continuous operation of the facility's critical functions.

Coordination with Other Contractors:

The Contractor's work will need to be coordinated with another contractor who is responsible for the deinstallation and installation of operating room surgical lights, equipment booms, and anesthesia booms. Effective coordination between the contractors is necessary to streamline the installation process, avoid conflicts, and ensure the timely and efficient completion of the project.

Outline for the process for upgrading operating rooms with new integration system equipment and hardware at the government facility. The process is structured to ensure minimal disruption to operations and ensure that each phase of the project is completed and tested before moving on to the next.

Staggered Closures:

Two (2) operating rooms will be closed at a time to undergo deinstallation of old equipment and installation of new integration system equipment/hardware.

Testing and Operational Assurance:

Once installation in the first two operating rooms is completed, the contractor must test the new system to ensure it is fully operational.

Training and Support:

The contractor is responsible for training facility personnel on the new system and providing ongoing support as needed.

Phased Approach:

Only after the first set of two operating rooms are fully operational and the personnel are trained will the next two operating rooms be closed for deinstallation and installation.

Expected Timeline:

The expected duration for each pair of operating rooms to be deinstalled, installed, tested, and brought to full operational status is approximately two weeks.

This ensures a smooth transition to the new operating room surgical lights, equipment and anesthesia booms with minimal disruption to the functioning of the facility.

7. CONTRACTING OFFICER'S REPRESENTATIVE (COR):

Project contacts:

No Government personnel, other than the Contracting Officer, have the authority to change or alter these requirements. The COR shall clarify technical points or supply relevant technical information, but no requirements in this scope of work may be altered as a sole result of such verbal clarification.

8. REPORTS/DELIVERABLES:

Item #	Description/Part Number*	Qty
1	Universal Anchor Plate (Single Mount) with Rods & Fasteners	8
	DRAWING: PATIENT HEAD - HORIZONTAL ANESTHESIA BOOM	
	Each Unit Consists of:	
	(1) Electric Brake Power Control Unit (1 Power Supply)	
	(1) Gas Riser Bracket (15 Riser)	
	(2) Riser Kit for OXY	
	(2) Riser Kit for AIR	
	(2) Riser Kit for N2O	
	(1) Riser Kit for WAGD	
	(2) Riser Kit for VAC	
	(1) Riser Box Enclosure For Single Mount	
2	V Electric Series - 1000-950 90KG 115V US	8
	DRAWING: PATIENT HEAD - HORIZONTAL ANESTHESIA BOOM	
	Each Unit Consists of:	
	(1) Gen 2 Hammerhead 30" (3 Panel) with standard panels	
	(2) DISS Oxygen Outlet and Hose Assembly for US	
	(2) DISS Medical Air Outlet and Hose Assembly for US	
	(2) DISS N2O Outlet and Hose Assembly for US	
	(1) DISS WAGD Outlet and Hose Assembly for US	
	(2) DISS VAC Outlet and Hose Assembly for US (slide included)	
	(4) 20 A Hospital Grade Emergency Duplex Receptacle Assembly	
	(13) Blank Provision	
	(2) Blank Provision for Data	
3	Universal Anchor Plate (Single Mount) with Rods & Fasteners	8
	DRAWING: CENTERMOUNTED - 30M/30M/MH1/MH1	
4	LED Surgical Light - Quad Ceiling, 30M/30M/Two Single Monitor Holders	8
	DRAWING: CENTERMOUNTED - 30M/30M/MH1/MH1	
	Each Unit Consists of:	
	(2) Monitor Holder Backbox Assembly for Gen 2	
	(2) Touch Switch Handle ASY	
	(2) Surgical Light "Low Ceiling Height" 3P Spring Arm Adder - Per Arm	
5	Wall Control - Dual	8
	Drawing: Centermounted - 30M/30M/MH1/MH1	

6	Heavy Duty Monitor Arm	8
	Drawing: Centermounted - 30M/30M/MH1/MH	
7	Universal Anchor Plate (Single Mount) with Rods & Fasteners	8
	Drawing: Patient Foot - Equipment Boom	
	Each Unit Consists of :	
	(1) Electric Brake Power Control Unit - 1 Power Supply	
	(1) Gas Riser Bracket (15 Riser)	
	(1) Riser Kit for OXY	
	(1) Riser Kit for AIR	
	(1) Riser Kit forC02	
	(2) Riser Kit for VAC	
	(1) Riser Kit for NIT	
	(1) Riser Box Enclosure for Single Mount	
8	V Electric Series - 1200-950 90KG 115V US	8
	DRAWING : Patient Foot -Equipment Boom	
	Each Unit Consists of"	
	(1) 12.5" X 14" C40 Console (Custom Panels)	
	(1) Electrically Articulating Mounting Assembly	
	(1) DISS Oxygen Outlet and Hose Assembly US	
	(1) DISS Medical Air Outlet and Hose Assembly US	
	(1)DISS Carbon Dioxide Outlet and Hose Assembly US	
	(2) DISS VAC Outlet and Hose Assembly US (slide included)	
	(1) Nitrogen Control Panel Assembly	
	(8) 20 A hospital Grade Emergency Duplex Recetacle Assembly	
	(4) Blank Provision for Data	
	(1) 18" x 23' Console Shelf Assembly with front handle	
	(1) 18" x 23' Console Shelf Assembly withside rails	
	(1) Console Self 18x23 Cubby Assembly	
	(3) Add on for shelf mounting on 12.5" or 14" console	
9	Heavy Duty Monitor Arm	8
	Drawing Pateint Foot Equipment Boom	
10	LH-CEL-CVR-S-CU...Single Custom Ceiling Cover Kit	16
11	SRG-CEL-CVR-23-...CA Series 3 Round Ceiling Cover (23") Assembly	8
12	INSTALL Install and Shipping	1

9. PERIOD OF SERVICE:

The work for this project will be conducted in conjunction with the OR Integration project. All tasks, including room closures, deinstallation of old equipment, installation of new equipment, and user training, shall be completed within one year (12 months) of the contract award date. To ensure smooth transition and minimal disruption to the operating room schedules, the project will be phased and coordinated closely with the contractor responsible for the OR integration project. This synchronized approach will help to streamline operations, reduce downtime, and maintain the availability of operating rooms for surgical procedures.

SALIENT CHARACTERISTICS:

Hammerhead (Horizontal) Anesthesia Boom

Anesthesia boom must be horizontal console configuration (hammerhead)

Anesthesia boom must be 30” or less in width due to space

Anesthesia boom must feature electromechanical braking system with backup friction braking system for improved patient and staff safety.

Anesthesia boom must have the ability to rotate 340 degrees, to prevent internal wiring from twisting/damage

Anesthesia boom must support up to 12 Gases, and 16 Electrical Duplexes.

Distance from center of ceiling bearing to center of adapter bearing must be 38.5” – 39.5” (normal arm)

Distance from center of adapter bearing to center of console bearing must be 38.5” – 39.5” (v series arm)

Total length of arms from center of ceiling bearing to center of console bearing must not be greater than 78” due to the size of the room.

Total weight of Anesthesia Boom must not be greater than 575 lbs. Total weight of Boom with additional payload must not be greater than 1110 lbs.

Anesthesia Boom Ceiling mount must retrofit onto existing structural plate such that revisions and/or modifications are not required.

Features:

Each unit must have electrical and gas outlet integration:

Qty One (1) Hammerhead 30" (3 Panel) with standard Panels

Qty Two (2) DISS Oxygen Outlet and Hose Assembly for US

Qty Two (2) DISS Medical Air Outlet and Hose Assembly for US

Qty Two (2) DISS N20 Outlet and Hose Assembly for US

Qty One (1) DISS WAGD Outlet and Hose Assembly for US

Qty Two (2) DISS VAC Outlet and Hose Assembly for US (slide included)

Qty Four (4) 20 A Hospital Grade Emergency Duplex Receptacle Assembly

Qty Thirteen (13) Blank Electrical Receptacles to allow for expansion

Qty 2 (2) Blank Data Receptacles to allow for expansion

Anesthesia horizontal boom must have vertical and horizontal movement.

Must have two control handles for braking and up/down movement.

Must have seamless design for easy cleaning for infection control.

Must have easily removable top covers for maintenance or servicing.

Must have intuitive electric braking system with built-in backup friction brake.

Input Voltage: 100 - 240 VAC.

Must have - Brake Type: Spring tensioned, solenoid actuated brake. Torque: 520 lbs-in.

Materials:

Arms: High strength powder-coated aluminum.

Bearing Housings: High strength Zinc Plated steel.

Console: Anodized Aluminum Extrusions with powder-coated steel panels.

Surgical Light Quad Ceiling, 30M/30M/Two Single Monitor Holders

Lighting: LED technology for superior illumination.

Mount: Quad ceiling mount, providing stable and multiple points of light sourcing. Must retrofit onto existing structural plate such that revisions and/or modifications are not required.

Configuration: Consists of single post with four (4) boom arms. Two (2) boom arms for 30M surgical lights and two (2) boom arms for single display monitors. Monitor arms should be a dual arm configuration with the top arm being 44.5” - 45.5” long and the bottom arm being 32.5” – 33.5” long. Must have payload rating of at least 45 lbs. Light arm 1 should be a dual arm configuration with the top arm being 38.5” – 39.5” long and the bottom arm being 32.5” – 33.5” long. Light arm 2 should be a dual arm configuration with the top arm being 32.5” – 33.5” long and the bottom arm being 32.5” – 33.5” long. Total System weight must not exceed 535 lbs.

Must have interior routing of cables to provide equipment protection and increased infection control.

Surgical Light Field Size: Adjustable with configurations 30M/30M (referring to 30cm diameter each).

Monitor Holders: Includes two single monitor holders.

Features:

Must have high-efficiency, low-heat LED, adjustable light intensity and focus. Long lifespan with low maintenance cost.

Must have shadow control and depth lighting.

Surgical lights must be 29” - 31” in diameter.

Surgical lights must consist of at minimum 80 main LED lights and 320 supporting LED lights.

Surgical lights must have individually replaceable LED lights.

Surgical lights must have backup circuit board for continuity of use.

Surgical lights must feature four (4) color temperatures, 3500k, 4000k, 4500k, and 5000k.

Surgical lights will have light intensity of 160,000 lux for adequate illumination of surgical site.

Surgical lights must feature sterile field control allowing users to adjust ON and OFF with capacitive touch smart handle and adjustable light brightness with capacitive touch smart handle. Brightness Control: 50 - 100% (5% in Endo Mode). Color Rendering Index (Ra): 97. R9: >90. R13: >97.

Surgical light field diameter must be 7.6” – 12” Light field diameter must be controlled manually, not electronically.

Surgical LED lights must be rated for minimum of 60,000 hours.

Surgical light must feature aerodynamic design with laminar flow openings, minimum of four (4) laminar flow inlets.

Surgical lights must have minimum five (5) brightness levels to allow user to provide most appropriate illumination based on surgeon need.

Surgical lights must feature an ambient lighting/endoscopy mode for minimally invasive surgery.

Surgical lights must have low heat emission to reduce tissue drying and enhance staff comfort.

Surgical lights must offer seamless design for easy cleaning.

Equipment Boom

Weight Capacity: Minimum 650 lbs.

Voltage: 115V for US standards

Type: Equipment Boom

Description: Designed to manage and organize medical equipment within clinical environments. Electrical and gas outlet integration. Modular and customizable.

Equipment boom must have rotation: Up to 340°.

Equipment boom must have minimum of eight rails for mounting accessories.

Equipment boom must have hinged door to access all internal boom components.

Equipment boom must support up to four (4) Gases; eight (8) Electrical Duplexes with eight (8) 20A circuits; and eight (8) data jacks.

Shelves: Must have three to six shelves configuration.

Equipment boom must have shelf weight rating up to 150 lbs.

Equipment boom must be able to support a maximum weight load of 650 lbs.

Equipment boom must include drawer capable of holding up to 25lbs.

Equipment boom must have electromechanical braking system with spring actuated friction brake. Torque: 520 lbs-in.

Equipment boom normal arm ceiling bearing to adapter bearing must be 46.5” – 47.5”, adapter bearing to console bearing normal arm must be 38.5” – 39.5”. Total length of Equipment boom arms should be no greater than 86” due room size constraints.

Console bearing to console bearing drop to equipment boom must be 27”

Equipment boom must be 41” console bearing to base.

Shelves must be 23” depth.

Medical gas outlets must be manufactured by the same brand as boom manufacturer.

Equipment boom accessories and boom mounted monitor arms must be manufactured by the boom manufacturer.

Each unit must have:

(1) 12.5" X 14" C40 Console

(1) Electrically Articulating Mounting Assembly

(1) DISS Oxygen Outlet and Hose Assembly US

(1) DISS Medical Air Outlet and Hose Assembly US

(1) DISS Carbon Dioxide Outlet and Hose Assembly US

(2) DISS VAC Outlet and Hose Assembly US with slide included

(1) Nitrogen Control Panel Assembly

(8) 20 A hospital Grade Emergency Duplex Receptacle Assembly

(4) Blank Provision for Data

(1) 18" x 23” Console Shelf Assembly with front handle

(1) 18" x 23” Console Shelf Assembly with side rails

(1) Console Shelf 18” x 23” Cubby Assembly

(3) Add on for shelf mounting on 12.5" or 14" console

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2
http://www.va.gov/oal/library/vaar/index.asp (VAAR)

(End of Clause)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.225-5	TRADE AGREEMENTS	NOV 2023
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (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	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020
852.246-71	REJECTED GOODS	OCT 2018

C.2 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.3 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of Clause)

C.4 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

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

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

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

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

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

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

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

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

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

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required

for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the

contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

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

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

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

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

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

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

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

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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

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

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

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at *https://www.trade.gov/consolidated-screening-list*, which

consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

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

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

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

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

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

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

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

(h) *General report*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) *New FASCSA orders report*.

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

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

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

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

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

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

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

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

(End of Provision)

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

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

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

(End of Clause)

C.6 VAAR 852.204-72 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 Engineer (Clinical)
Biomedical Equipment Support Specialist
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:

Tier 5:

(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)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Attachment A - Line-Item Spreadsheet.

SECTION E - SOLICITATION PROVISIONS

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

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

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

Note that FAR PART 12 Procedures will be used for this requirement.

1. QUOTE SUBMISSION

Quotes shall be based on requirements contained in the Statement of Work (SOW).

Quotes shall be assembled by the following Sections: each section shall be easily identified.

Section A - Offer Form (Standard Form 1449)

Include the North American Industry Classification System (NAICS) code and small business size standard in Block 10. Unique Entity Identifier (UEI) shall be entered in the block with the Offerors name and address.

Section B – Pricing

Pricing shall be submitted via Attachment A – Line-Item Spreadsheet. All highlighted columns need to be completed. Total price will be evaluated by the Government. Quoted price should reflect a clear understanding of the requirements and is consistent with the various elements of the quote.

Section C – Technical/Management Approach

Offerors shall submit a quote that addresses all aspects of the Statement of Work (SOW). All technical elements applicable to the utilization of subcontractors must be addressed in the technical approach

Factor 1 : Technical and Experience Approach

a) Offeror shall submit a detailed technical approach for completing the requirements of the Statement of Work. To include but not limited to; amount of equipment to be installed, a timeline of which facilities and rooms are to be worked on, a detailed summary of the equipment supplied and their comparable specification to those listed on the SOW.
b) Offeror shall provide installers to complete the work outlined in the Statement of Work that are Original Equipment Manufacture (OEM) certified for installation service.

c) Offeror shall coordinate all work and installation with pre-determined point-of-contact .
d) Offeror shall demonstrate and provide that they can complete and have completed similar work at VA facilities before.

Factor 2 : Price

a) Price submission shall be submitted and labeled in accordance with Section E. 1, Paragraph (a) (1**).** Alternate price schedules will not be considered.
b) Total price will be evaluated including all options.

Factor 3: Past Performance

a) Only references for the same or similar type contracts are desired.
    1. Provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) which demonstrates customer satisfaction with overall job performance and quality of completed product for the same or similar type of contract. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems.

b) Performance Surveys:
a) The government will evaluate the quality and extent of offeror's performance deemed relevant to the requirements of this solicitation. Identify all federal, state, and local government contracts as well as any private/commercial contracts of similar scope, size, complexity that are ongoing or have been completed within the last three (3) years. List the following information for each contract:
    a. Company Name and Address
    b. Description of Services Performed
    c. Name, Telephone Number and Email Address of Responsible individuals who have first-hand knowledge of performance relative to similar type of services
    d. Contract Number
    e. Dates of Contract Performance
    f. Contract Type (e.g. fixed-price, cost reimbursable) and total contract value
    g. Provide all past performance information requested in the Past Performance award factor (See award Basis).

All Offerors shall be registered and current in the System for Award Management (SAM) database at the time of quote submission and award.

Failure to submit a complete quote will result in a technically unacceptable determination.

2. Amendments:

Amendments to this solicitation will be posted on SAM.gov. Paper copies of the amendments will NOT be individually mailed. Potential Offerors are advised that they are responsible for obtaining and acknowledging any amendments to the solicitation. Failure to acknowledge an amendment may result in your quote being considered unacceptable.

3. AWARD BASIS

The Government will select the quote that represents the best benefit to the Government at a price that can be determined reasonable. The Government will evaluate technical capabilities, price, and past performance. By submission of its quote, the quoter accedes to all solicitation requirements, and technical requirements. Quoters must clearly identify any exception to the solicitation and provide complete accompanying rationale. If any quote's technical approach is determined to be unacceptable, the entire quote will be considered unacceptable.

4. SITE VISIT INFORMATION

Site Visit Instruction to Attendee

During the site visit vendor questions will not be answered or addressed. Questions about this solicitation shall be submitted in accordance with the instructions listed in the solicitation and shall be submitted within the time windows specified to the point of contact indicated.

Date: The site visit will be conducted on **June 16, 2026.**

Time: The site visit will begin at **9:00 AM for Charlotte HCC**

Location: Charlotte HCC, 3506 W. Tyvola Rd, Charlotte, NC 28208.

Meet at: Main Entrance Lobby

Contractor Meeting Point: On the day of the site visit contractors shall meet at the main entrance. Arrive no later than 10 minutes prior to the start time to allow for unexpected delays or occurrences. The site visit is expected to start on time and when scheduled.

Date: The site visit will be conducted on **June 16, 2026.**

Time: The site visit will begin at **2:00 PM for Kernersville HCC**

Location: Kernersville HCC, 1695 Kernersville Medical Pkwy, Kernersville, NC 27284.

Meet at: Main Entrance Lobby

Contractor Meeting Point: On the day of the site visit contractors shall meet at the main entrance. Arrive no later than 10 minutes prior to the start time to allow for unexpected delays or occurrences. The site visit is expected to start on time and when scheduled.

Point of Contacts:

Point of Contact is **Christian Rivera,** Christian.rivera1@va.gov. End User – Shall be contacted for site directions only the day of the site visit.

Kamilah Nye- kamilah.nye@va.gov, Contract Specialist - Shall be contacted for questions about the solicitation that are not site visit related.

5. TECHNICAL QUESTIONS

Offerors shall submit all technical questions regarding this solicitation to the Contracting Specialist in writing, via email, to Kamilah Nye at kamilah.nye@va.gov on or before 09:00 EST on June 23, 2026.

Address Subject Line: OR Surgical Lights and Anesthesia Boom 36C24626Q0418

Telephonic (verbal) questions Will Not be addressed.

All responses to questions, which may affect quotes, will be incorporated into a written amendment to the Request for Quote.

Facsimiles are not authorized under this announcement.

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/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2

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

(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
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(End of Provision)

E.3 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.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Department of Veterans Affairs

Contracting Office
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667
Mailing Address:

Department of Veterans Affairs

Contracting Office
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

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

(End of Provision)

E.5 52.252-5 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)

(End of Addendum to 52.212-1)