This is a Combined Synopsis/Solicitation for commercial services prepared in accordance with the streamlined procedures of FAR Part 12 (Commercial Products and Commercial Services). This announcement constitutes the only solicitation. Quotes are being requested, and no separate written solicitation will be issued.

This solicitation is issued as a Request for Quotation (RFQ). All clauses are current through the Federal Acquisition Circular (FAC) 2026-01 Effective Mar 13,2026.

This solicitation is set-aside for Service Disabled Veteran Owned Small Business (SDVOSB).

The associated North American Classification System (NAICS) code for this procurement is 325120, with a small business size standard of 1,200 Employees.

The FSC/PSC is 6835.

Description:

The Department of Veterans Affairs (VA), Network Contracting Office 8, Tampa FL intends to award a Firm-Fixed-Price (FFP) contract for the provision and delivery of Medical Grade Bulk Liquid Oxygen and Medical Gasses. The offeror shall provide all necessary supplies, materials, equipment, labor, supervision, management, and transportation to meet the Governments requirement.

General Information:

Contracting Office:
Department of Veterans Affairs
Regional Procurement Office - East
Network Contracting Office (NCO) - 8

Contracting Officer
David M. Griganavicius
Email: David.griganavicius@va.gov
Phone: 813-796-2945

Site Visit Notification:

A site visit is scheduled for Wednesday, June 10th, 2026, at 10:00 am (EST) at:

1. 10:00 a.m. – James A. Haley Veterans' Hospital
   Address: 13000 Bruce B. Downs Blvd. Tampa, FL 33612
   Meeting Point: Main entrance to building 38. Parking is available in the main parking garage. See attached campus map labeled D.1 James Haley Map.

Important Information:

- Attendees are advised to arrive on time at the main entrance of building 38.
- Site visits will begin at the scheduled times. Individuals arriving late may not be permitted to participate.
- All participants must check in with the Contracting Officers designee upon arrival.

    - Designee: Katrina Tavares
    - PH: 813-729-3586

- Please note: This site visit is highly encouraged for informational purposes only. It will allow potential offerors to inspect the site and ask relevant questions on site. Any questions must also be submitted in writing.

Offeror Final Questions:

All final questions shall be submitted via email to David.griganavicius@va.gov no later than June 10th, 2026, by 4:00 p.m (EST). RFQ Relevant questions will be posted to SAM.gov. No phone call questions will be accepted at any time.

Quote Submission Instructions:

Offerors shall submit their quotes via email only to: david.griganavicius@va.gov. Quotes are due no later than: June 16th, 2026, by 2:00 PM (EST). The Government intends to issue a single Firm-Fixed-Price (FFP) award. Offerors must be fully registered and active in SAM.gov at time of award.

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B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C248

Department of Veterans Affairs

Network Contracting Office 8 (NCO 8)

8875 Hidden River Pkwy Ste 160A

Tampa FL 33637

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

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

[X] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly

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

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BULK LIQUID STORAGE SYSTEM LEASE (9000 GALLON PRIMARY AND 1500-GALLON BACK-UP) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0001	12.00	MO	_____	_____
0002	BULK LIQUID OXYGEN FILL (ESTIMATED) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0002	12.00	SF	_____	_____
0003	MEDICAL GAS CYLINDERS Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003	15,000.00	EA	_____	_____
0004	CARBON DIOXIDE MEDICAL (E) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003A	78.00	EA	_____	_____
0005	CARBON DIOXIDE MEDICAL (H)/(K) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003B	14.00	EA	_____	_____
0006		4.00	EA	_____	_____

CART RACK LR50 LAYERED 50 CAPACITY AJ
Contract Period: Base
POP Begin: 07-01-2026
POP End: 06-30-2027
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003C

0007 24.00 EA _____ _____
OXYGEN MEDICAL (H)/(K)
Contract Period: Base
POP Begin: 07-01-2026
POP End: 06-30-2027
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003D

0008 6.00 EA _____ _____
HELIUM BALLOON GRADE (H)/(K)
Contract Period: Base
POP Begin: 07-01-2026
POP End: 06-30-2027
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003E

0009 22.00 EA _____ _____
MEDICAL AIR, USP (H)/(K)
Contract Period: Base
POP Begin: 07-01-2026
POP End: 06-30-2027
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003F

0010 77.00 EA _____ _____
NITROGEN MEDICAL, LIQUID HP (180LTR)
Contract Period: Base
POP Begin: 07-01-2026
POP End: 06-30-2027
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003G

0011 12.00 EA _____ _____
NITROGEN MEDICAL (E)
Contract Period: Base
POP Begin: 07-01-2026
POP End: 06-30-2027
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003H

0012	30.00	EA	_____	_____
NITROGEN MEDICAL (H)/(K) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003I				
0013	6.00	EA	_____	_____
NITROGEN UHP 99.999% 049 PER LITER (T SIZE COMPRESSED CYLINDER) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003J				
0014	19.00	EA	_____	_____
NITROS OXIDE USP (E) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003K				
0015	56.00	EA	_____	_____
NITROS OXIDE USP (H)/(K) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003L				
0016	1,874.00	EA	_____	_____
OXYGEN MEDICAL (E) ALUMINUM E (WALK-BEHIND) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003M				
0017	26.00	EA	_____	_____
OXYGEN MEDICAL (E) OXY-GEN 1 (TM) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases				

LOCAL STOCK NUMBER: CLIN 0003N

0018 29.00 EA _____ _____

OXYGEN MEDICAL (H)/(K)
Contract Period: Base
POP Begin: 07-01-2026
POP End: 06-30-2027
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003O

0019 20.00 EA _____ _____

OXYGEN MEDICAL (T)
Contract Period: Base
POP Begin: 07-01-2026
POP End: 06-30-2027
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003P

0020 56.00 EA _____ _____

OXYGEN MEDICAL LIQUID MP (180 LTR)
Contract Period: Base
POP Begin: 07-01-2026
POP End: 06-30-2027
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003Q

0021 12,640.00 EA _____ _____

OXYGEN MEDICAL, OXY-GEN 1 (E) ALUM DISS
Contract Period: Base
POP Begin: 07-01-2026
POP End: 06-30-2027
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003R

0022 7.00 EA _____ _____

LUNG DIFFUSER GAS 0.3% CO/0.3% CH4/21% O2/N2 044
Contract Period: Base
POP Begin: 07-01-2026
POP End: 06-30-2027
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003S

1001 12.00 MO _____ _____

BULK LIQUID STORAGE SYSTEM LEASE (9000 GALLON PRIMARY AND 1500-GALLON BACK-UP)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028

PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0001

1002	12.00	SF	_____	_____

BULK LIQUID OXYGEN FILL (ESTIMATED)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0002

1003	15,000.00	EA	_____	_____

MEDICAL GAS CYLINDERS
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003

1004	78.00	EA	_____	_____

CARBON DIOXIDE MEDICAL (E)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003A

1005	14.00	EA	_____	_____

CARBON DIOXIDE MEDICAL (H)/(K)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003B

1006	4.00	EA	_____	_____

CART RACK LR50 LAYERED 50 CAPACITY AJ
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003C

1007	24.00	EA	_____	_____

OXYGEN MEDICAL (H)/(K)
Contract Period: Option 1
POP Begin: 07-01-2027

POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003D

1008	6.00	EA	_____	_____

HELIUM BALLOON GRADE (H)/(K)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003E

1009	22.00	EA	_____	_____

MEDICAL AIR, USP (H)/(K)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003F

1010	77.00	EA	_____	_____

NITROGEN MEDICAL, LIQUID HP (180LTR)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003G

1011	12.00	EA	_____	_____

NITROGEN MEDICAL (E)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003H

1012	30.00	EA	_____	_____

NITROGEN MEDICAL (H)/(K)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003I

1013	6.00	EA	_____	_____

NITROGEN UHP 99.999% 049 PER LITER (T SIZE COMPRESSED CYLINDER)

Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003J

1014 19.00 EA _____ _____

NITROS OXIDE USP (E)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003K

1015 56.00 EA _____ _____

NITROS OXIDE USP (H)/(K)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003L

1016 1,874.00 EA _____ _____

OXYGEN MEDICAL (E) ALUMINUM E (WALK-BEHIND)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003M

1017 26.00 EA _____ _____

OXYGEN MEDICAL (E) OXY-GEN 1 (TM)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003N

1018 29.00 EA _____ _____

OXYGEN MEDICAL (H)/(K)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003O

1019 20.00 EA _____ _____

OXYGEN MEDICAL (T)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003P

1020 56.00 EA _____ _____
OXYGEN MEDICAL LIQUID MP (180 LTR)
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003Q

1021 12,640.00 EA _____ _____
OXYGEN MEDICAL, OXY-GEN 1 (E) ALUM DISS
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003R

1022 7.00 EA _____ _____
LUNG DIFFUSER GAS 0.3% CO/0.3% CH4/21% O2/N2 044
Contract Period: Option 1
POP Begin: 07-01-2027
POP End: 06-30-2028
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003S

2001 12.00 MO _____ _____
BULK LIQUID STORAGE SYSTEM LEASE (9000 GALLON PRIMARY AND 1500-GALLON BACK-UP)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0001

2002 12.00 SF _____ _____
BULK LIQUID OXYGEN FILL (ESTIMATED)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0002

2003	15,000.00	EA	_____	_____
MEDICAL GAS CYLINDERS Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003				
2004	78.00	EA	_____	_____
CARBON DIOXIDE MEDICAL (E) Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003A				
2005	14.00	EA	_____	_____
CARBON DIOXIDE MEDICAL (H)/(K) Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003B				
2006	4.00	EA	_____	_____
CART RACK LR50 LAYERED 50 CAPACITY AJ Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003C				
2007	24.00	EA	_____	_____
OXYGEN MEDICAL (H)/(K) Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003D				
2008	6.00	EA	_____	_____
HELIUM BALLOON GRADE (H)/(K) Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases				

LOCAL STOCK NUMBER: CLIN 0003E

2009 22.00 EA _____ _____

MEDICAL AIR, USP (H)/(K)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003F

2010 77.00 EA _____ _____

NITROGEN MEDICAL, LIQUID HP (180LTR)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003G

2011 12.00 EA _____ _____

NITROGEN MEDICAL (E)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003H

2012 30.00 EA _____ _____

NITROGEN MEDICAL (H)/(K)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003I

2013 6.00 EA _____ _____

NITROGEN UHP 99.999% 049 PER LITER (T SIZE COMPRESSED CYLINDER)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003J

2014 19.00 EA _____ _____

NITROS OXIDE USP (E)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029

PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003K

2015 56.00 EA _____ _____

NITROS OXIDE USP (H)/(K)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003L

2016 1,874.00 EA _____ _____

OXYGEN MEDICAL (E) ALUMINUM E (WALK-BEHIND)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003M

2017 26.00 EA _____ _____

OXYGEN MEDICAL (E) OXY-GEN 1 (TM)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003N

2018 29.00 EA _____ _____

OXYGEN MEDICAL (H)/(K)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003O

2019 20.00 EA _____ _____

OXYGEN MEDICAL (T)
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003P

2020 56.00 EA _____ _____

OXYGEN MEDICAL LIQUID MP (180 LTR)
Contract Period: Option 2
POP Begin: 07-01-2028

POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003Q

2021 12,640.00 EA _____ _____
OXYGEN MEDICAL, OXY-GEN 1 (E) ALUM DISS
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003R

2022 7.00 EA _____ _____
LUNG DIFFUSER GAS 0.3% CO/0.3% CH4/21% O2/N2 044
Contract Period: Option 2
POP Begin: 07-01-2028
POP End: 06-30-2029
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003S

3001 12.00 MO _____ _____
BULK LIQUID STORAGE SYSTEM LEASE (9000 GALLON PRIMARY AND 1500-GALLON BACK-UP)
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0001

3002 12.00 SF _____ _____
BULK LIQUID OXYGEN FILL (ESTIMATED)
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0002

3003 15,000.00 EA _____ _____
MEDICAL GAS CYLINDERS
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003

3004 78.00 EA _____ _____
CARBON DIOXIDE MEDICAL (E)

Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003A

3005	14.00	EA	_____	_____

CARBON DIOXIDE MEDICAL (H)/(K)
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003B

3006	4.00	EA	_____	_____

CART RACK LR50 LAYERED 50 CAPACITY AJ
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003C

3007	24.00	EA	_____	_____

OXYGEN MEDICAL (H)/(K)
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003D

3008	6.00	EA	_____	_____

HELIUM BALLOON GRADE (H)/(K)
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003E

3009	22.00	EA	_____	_____

MEDICAL AIR, USP (H)/(K)
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003F

3010	77.00	EA	_____	_____

NITROGEN MEDICAL, LIQUID HP (180LTR)
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003G

3011 12.00 EA _____ _____

NITROGEN MEDICAL (E)
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003H

3012 30.00 EA _____ _____

NITROGEN MEDICAL (H)/(K)
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003I

3013 6.00 EA _____ _____

NITROGEN UHP 99.999% 049 PER LITER (T SIZE COMPRESSED CYLINDER)
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003J

3014 19.00 EA _____ _____

NITROS OXIDE USP (E)
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003K

3015 56.00 EA _____ _____

NITROS OXIDE USP (H)/(K)
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003L

3016	1,874.00	EA	_____	_____
OXYGEN MEDICAL (E) ALUMINUM E (WALK-BEHIND) Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003M				
3017	26.00	EA	_____	_____
OXYGEN MEDICAL (E) OXY-GEN 1 (TM) Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003N				
3018	29.00	EA	_____	_____
OXYGEN MEDICAL (H)/(K) Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003O				
3019	20.00	EA	_____	_____
OXYGEN MEDICAL (T) Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003P				
3020	56.00	EA	_____	_____
OXYGEN MEDICAL LIQUID MP (180 LTR) Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases LOCAL STOCK NUMBER: CLIN 0003Q				
3021	12,640.00	EA	_____	_____
OXYGEN MEDICAL, OXY-GEN 1 (E) ALUM DISS Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing PRODUCT/SERVICE CODE: 6835 - Medical Gases				

LOCAL STOCK NUMBER: CLIN 0003R

3022 7.00 EA _____ _____

LUNG DIFFUSER GAS 0.3% CO/0.3% CH4/21% O2/N2 044
Contract Period: Option 3
POP Begin: 07-01-2029
POP End: 06-30-2030
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003S

4001 12.00 MO _____ _____

BULK LIQUID STORAGE SYSTEM LEASE (9000 GALLON PRIMARY AND 1500-GALLON BACK-UP)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0001

4002 12.00 SF _____ _____

BULK LIQUID OXYGEN FILL (ESTIMATED)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0002

4003 15,000.00 EA _____ _____

MEDICAL GAS CYLINDERS
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003

4004 78.00 EA _____ _____

CARBON DIOXIDE MEDICAL (E)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003A

4005 14.00 EA _____ _____

CARBON DIOXIDE MEDICAL (H)/(K)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031

PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003B

4006 4.00 EA _____ _____
CART RACK LR50 LAYERED 50 CAPACITY AJ
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003C

4007 24.00 EA _____ _____
OXYGEN MEDICAL (H)/(K)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003D

4008 6.00 EA _____ _____
HELIUM BALLOON GRADE (H)/(K)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003E

4009 22.00 EA _____ _____
MEDICAL AIR, USP (H)/(K)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003F

4010 77.00 EA _____ _____
NITROGEN MEDICAL, LIQUID HP (180LTR)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003G

4011 12.00 EA _____ _____
NITROGEN MEDICAL (E)
Contract Period: Option 4
POP Begin: 07-01-2030

POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003H

4012 30.00 EA _____ _____
NITROGEN MEDICAL (H)/(K)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003I

4013 6.00 EA _____ _____
NITROGEN UHP 99.999% 049 PER LITER (T SIZE COMPRESSED CYLINDER)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003J

4014 19.00 EA _____ _____
NITROS OXIDE USP (E)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003K

4015 56.00 EA _____ _____
NITROS OXIDE USP (H)/(K)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003L

4016 1,874.00 EA _____ _____
OXYGEN MEDICAL (E) ALUMINUM E (WALK-BEHIND)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003M

4017 26.00 EA _____ _____
OXYGEN MEDICAL (E) OXY-GEN 1 (TM)

Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003N

4018	29.00	EA	_____	_____

OXYGEN MEDICAL (H)/(K)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003O

4019	20.00	EA	_____	_____

OXYGEN MEDICAL (T)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003P

4020	56.00	EA	_____	_____

OXYGEN MEDICAL LIQUID MP (180 LTR)
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003Q

4021	12,640.00	EA	_____	_____

OXYGEN MEDICAL, OXY-GEN 1 (E) ALUM DISS
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003R

4022	7.00	EA	_____	_____

LUNG DIFFUSER GAS 0.3% CO/0.3% CH4/21% O2/N2 044
Contract Period: Option 4
POP Begin: 07-01-2030
POP End: 06-30-2031
PRINCIPAL NAICS CODE: 325120 - Industrial Gas Manufacturing
PRODUCT/SERVICE CODE: 6835 - Medical Gases
LOCAL STOCK NUMBER: CLIN 0003S

GRAND TOTAL _____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001 - 4022	SHIP TO:	James A. Haley Veterans' Hospital 13000 Bruce B. Downs Blvd. Tampa, FL 33612 4745 USA *See Schedule, SON, and attachments.	All – See B.2 Schedule	See schedule, SON, and attachments.
	MARK FOR:	Daren L. Jones daren.jones@va.gov		
	FOB:	DESTINATION		

B.4 STATEMENT OF NEED

PART ONE – MEDICAL-GRADE LIQUID BULK OXYGEN

1. SCOPE OF THE CONTRACT

1.1 James A. Haley Veterans' Hospital (VA), Tampa, Florida has a requirement for the supply of medical-grade liquid, bulk oxygen to be utilized at the hospital.

1.2 The quantities shown in the solicitation schedule are estimates of this facility's annual requirements. There is no express or implied guarantee that these quantities will be purchased. Please note that contracts that include the installation of contractor-owned equipment will include a 90-day transition period at the beginning and end of the contract period. (See page 2, paragraph 4.1).

1.3 The contractor must perform in-service training to include the following facets for contractor owned and government owned systems: the refill procedure, any preventive maintenance support requirements that may be needed from the medical center systems, and an explanation of all the volume alarm and low pressure set points. The contractor will provide written procedures and training for VA staff for protocols to accomplish emergency shutdowns or other sudden, unplanned termination of the refilling process. Contractor will provide 24/7 emergency contact name(s) and telephone number(s).

1.4 Annually the alarm set-point testing and written verification must be presented using a qualified third-party expert per NFPA 99, 2002 Edition for contractor owned and government owned systems. Any code deficiencies in the Medical Center's existing system, as defined by NFPA 50, 1.3.3, "Bulk Oxygen System", must be identified by the contractor. A detailed explanation of these deficiencies must be presented in writing to the COR. Receipt of this written explanation must be signed for by the COR.

1.5 Annually the contractor must verify, in writing, the accuracy of all gauges on contractor owned tanks. There are no Government owned tanks.

2. CONTRACTOR-FURNISHED EQUIPMENT

2.1 For contractor owned tanks, the contractor shall provide, install and maintain bulk oxygen tank(s) with appropriate back-up system(s). Through the duration of the contract, the contractor shall be liable for the integrity, suitability, and safety of contractor owned tank(s) that will ensure compliance with applicable regulations, standards and normal good practices. The tank capacity and reserve system shown in the schedule are minimum capacities required by the using facilities. Manifold, cylinders for the reserve supply, liquid converter, alarm switch, regulator, valves, level indicator, and any other devices or connections required for proper tie-ins with the facility's gas system shall be furnished by the contractor, without cost to the Government. The manifold or liquid converter shall deliver gas at a pressure and rate of flow adequate to supply the system. Each liquid oxygen storage container shall have an outlet that allows access for testing the purity of the oxygen.

2.2 All equipment and materials required to perform on the contract (other than what is specifically listed in section 3, Government-Furnished Property) shall be provided by the

contractor. Contractor owned equipment shall be installed, inspected and maintained by the contractor without additional cost to the Government. (i.e., all installation, inspection and maintenance costs shall be included in the contract's monthly equipment rental fee for the applicable facility.) Contractor owned equipment shall be kept in good operating condition and appearance, in accordance with applicable regulations, standards and normal good practices. The contractor shall be provided reasonable access to the bulk oxygen systems for this purpose.

3. INSTALLATION OF CONTRACTOR-OWNED EQUIPMENT & TRANSITION PLAN

3.1. Unless otherwise directed by the using facility, contractor owned equipment shall be installed by the effective date of the contract and shall be connected to the medical gas system on that date; provided: that the contractor shall be allowed a maximum of 90 days after receipt of notice of award to complete installation. If the contractor's equipment replaces equipment already in use, the exchange of equipment shall be accomplished without interruption of gas supply to the using facility. Contractor installed equipment shall remain the property of the contractor and shall be removed upon termination of the contract, when directed by the ordering facility and in full cooperation with the succeeding contractor to avoid interruption of gas supply.

3.2 To permit orderly transition from one contractor to another, the contractor shall continue to honor the contract's monthly equipment rental fee and bulk oxygen contract price for a maximum of 90 days beyond the scheduled expiration of the contract period, unless transition from one contractor to another is completed prior to the ninety-day transition period. For any partial month, the contractor shall prorate the monthly equipment rental fee accordingly. The contractor shall continue to provide and maintain its equipment during this transition period.

3.3 All contractor owned equipment shall be installed in accordance with NFPA 50: Standard for Bulk Oxygen Systems at Consumer Sites, 2001, NFPA 99 Standard for Health Care Facilities, 2002 Edition, and FDA's Current Good Manufacturing Practices (CGMP) Regulations. The contractor shall comply with all OSHA standards and applicable safety requirements, including proper signage and use of personal protective equipment.

4. DELIVERY OF MEDICAL LIQUID BULK OXYGEN

4.1 Oxygen is provided from a contracted bulk liquid storage tank system that consists of a 6000-gallon main supply tank with a 1500-gallon liquid reserve tank and is centrally piped throughout the main hospital, the Nursing Home Care Unit and the Spinal Cord Injury building. A telemetry unit monitors the amount of oxygen in the main tank and in the back-up tank. The oxygen is to be monitored 24 hours a day, 7 days a week by the contractors designated staff. The readings must take place randomly 3 times daily.

4.2 The contractor shall deliver medical-grade liquid oxygen within the timeframe specified in the schedule for the James A. Haley Veterans' Hospital. The timeframe identified may be either the number of calendar days after receipt of the Government's order, the specific days of the week for delivery, the specific time intervals between deliveries, a specified

reorder point, or other specified ordering and delivery methods. If the time frame for contractor delivery is not identified in the facility requirements, the contractor must provide 24-hour notice prior to delivery or upon mutual-agreement between the COR and contractor, alternate ordering/delivery methods such as pre-scheduled deliveries, calling for tank level readings, installing a telemetry unit, etc. may be arranged. If for any reason the contractor is unable to delivery at the agreed upon day or time, the contractor will provide 24-hour notice to the COR, so that the facility can initiate an alternate backup action. In accordance with VHA Patient Safety Alert dated April 5, 2004, all deliveries must be monitored by a qualified and trained technical representative that will be designated by the James A. Haley Veterans' Hospital. Contractor will be provided with names and contact information of primary and back-up facility representatives. This applies to all deliveries regardless of time or day of execution.

4.3 Tanks(s) will be filled to maximum functional capacity at each refilling procedure unless otherwise specified in the facility requirements or as agreed upon in a written document signed and dated by the COR.

4.4 At the time of each delivery, contractor must provide a legible signed and dated written document that identifies the tank level prior to fill, the level after fill, and the quantity delivered. This document must be counter-signed by the facility representative supervising the delivery.

4.5 Emergency delivery will be provided within 2 hours after receipt of Government notification. Contractor must respond to the facility by telephone within one hour to confirm receipt of emergency notification to ascertain the nature of the emergency. Emergency status is determined by the Government when conditions warrant, such as an actuated main bulk tank low level alarm, imminent alarm condition, or system leak. Failure of the contractor to remain current with agreed delivery schedule and requirements does not constitute an "emergency" for purposes of charging an emergency delivery fee.

4.6 In the event of any impending hurricane or other potential disaster activity representing a threat to the contractor will be requested to immediately dispatch their truck to top off the main oxygen tank.

5. QUALITY ASSUARANCE SPECIFICATIONS AND REQUIREMENTS

5.1 All medical gas manufacturers and fillers of medical gases must be registered with FDA as drug manufacturers. All oxygen shall be manufactured, processed, packed, transported, and stored according to FDA's Current Good Manufacturing Practices (CGMP) regulations, and all labeling shall comply with FDA's labeling regulations (21 CFR Part 201).

5.2 All liquid bulk oxygen delivered under the contract shall be medical-grade and shall meet or exceed the standards cited in the current edition of the United States Pharmacopoeia/National Formulary (U.S.P.).

5.3 A valid certificate of analysis shall be provided with each delivery of liquid oxygen. The certificate shall include, at a minimum:

a) Supplier's name and complete address

b) Name of the Product (i.e. Oxygen U.S.P.)
c) An Air Liquefaction Statement where appropriate
d) Lot number or other unique identification number
e) Actual analytical results for full U.S.P. monograph testing. (A statement that only states that the product meets the minimum purity of 99.5%, etc. is not acceptable.)
f) Test method used to perform the analysis. (A statement such as "Meets U.S.P. specifications" is not acceptable; nor would "Tested via Servomex" be acceptable since the specific model number is not provided.)
g) Signature of authorized supplier representative and date.

5.4 Material Safety Data Sheets shall be provided to the facility COR upon request.

5.5 A copy of all inspection reports shall be provided to the facility COR upon the completion of any bulk oxygen system inspections that are required by regulation.

5.6 All contractor owned equipment shall be maintained or repaired in accordance with NFPA 50: Standard for Bulk Oxygen Systems at Consumer Sites, 2001 and FDA's Current Good Manufacturing Practices (CGMP) Regulations.

6. APPLICABLE REGULATIONS & STANDARDS

The following is a list of some of the regulations and standards that are applicable to this contract. The list is not comprehensive, and the contractor is responsible for ensuring that all products, equipment and services provided under the contract are following applicable Federal, state, and local regulations. If applicable, the editions in effect as of the date of this solicitation are listed. Contractor is responsible for remaining compliant with any future revisions that are effective at the time of contract performance.

Title 21, Code of Federal Regulations, Parts 210 & 211 - CGMP regulations for supplying medical grade oxygen.

29 CFR 1910.104 Applies to the installation of bulk oxygen systems on industrial and institutional consumer premises.

49 CFR – Transportation

Federal Food, Drug, and Cosmetic Act

NFPA 50: Standard for Bulk Oxygen Systems at Consumer Sites, 2001 Edition

NFPA 99: Standard for Health Care Facilities, 2002 Edition

U.S.P. 23

Density data and volume measurement equivalents published in Compressed Gas Association Pamphlet No. P-6, titled "Standard Density Data, Atmospheric Gases and Hydrogen," shall be used when necessary to convert measurement of gases from one form to another. For example, the following conversion factor shall apply for conversion from gallons to cubic feet.

Calculation based on data in CGA P-6

1 ft^3 liquid O2 = 860.6 ft^3 gas

1 ft^3 liquid O2 = 7.48052 gal

Therefore:

7.48052-gal (1 ft^3) liquid O2 = 860.6 ft^3 gas

$$1 \text{ gal liquid } O_2 = \frac{860.6 \text{ ft}^3 \text{ gas}}{7.48052}$$

1 gal liquid O2 = 115.05 ft^3 gas (or more commonly quoted as 1 gal liquid O2 = 115.1 ft^3 gas)

7. DELIVERY INSTRUCTIONS

Upon delivery of bulk oxygen, the driver / contractor will call VA Police at the number listed on the tank, extension 7554. VA Police will immediately call FMS at (813) 972-2000 extension 107055 and will continue remotely monitoring the delivery via closed camera. The driver must provide to the FMS Technician, identification issued by the contractor. If available, the FMS Technician will monitor the tank refilling procedure.

The contractor driver will fill the tank and run through the required series of safety checks on the lines and the valves of the tanks. The driver will leave the invoice with the FMS Technician or in the plastic receipt cylinder.

PART TWO – CYLINDER GAS

1. SCOPE OF CONTRACT

1.1 James A. Haley Veterans' Hospital (JAHVA) Tampa Florida has a contract requirement for delivery of medical cylinder gases. The gases include compressed Medical Air (United States Pharmacopeia) USP, Carbon Dioxide USP, Nitrogen (National Formulary) NF, and Nitrous Oxide USP, Helium USP, and specialty medical gas mixtures

1.2 These items will be ordered by designated VA personnel and delivered to the facility. Quantities shown are **annual estimates** of the facility's requirements. There is no express or implied guarantee that these quantities will be purchased.

2. PRODUCT SPECIFICATIONS

2.1 All medical gases shall conform to specifications prescribed in the United States Pharmacopeia and National Formulary. All medical gas manufactures and fillers of medical gasses shall be registered with the FDA; and all medical gases shall be manufactured, processed, packed, transported, and stored according to the FDA's Current Good Manufacturing Practice (CGMP) regulations and Title 21, Code of Federal Regulations, Parts 210, 211 and 201 for labeling.

2.2 In addition, the following specifications are incorporated into the solicitation and resulting contracts: These additional specifications can be found at *www.cganet.com.*

Compressed Gas Associations (CGA) is the commercial industry standard for these specifications.

a. Federal Specifications BB-A-1034B, *Air, Compressed, for Breathing Purposes.* Dated 20-Dec-1985 (27 Dec 1995)

b Federal Specification BB-C-101B, *Carbon Dioxide (C02) Technical and USP,* Dated 15-Apr-1971

c. Compressed Gas Association (CGA) Publications G-7—*Compressed Air for Human Respiration,* Dated Aug-4-2003, (Aug 3, 2003) and ANSI CGA G-7.1—*Community Specification for Air,* Dated Aug-2-2004 (Aug 27, 2004)

2.3 All products, equipment and services provided under the contracts awarded under this contract shall comply with all applicable Federal, state, and local regulations.

3. DELIVERY REQUIREMENTS

3.1 The delivery time and instructions will be specified by the authorized Government representative. FOB point is destination. All transportation charges for cylinders shall be included in the price of the gas. Additional charges such as delivery fees, hazardous materials fees, fuel surcharges, etc. shall **NOT** be billed to or collected from the facilities for orders received under this contract. Any fee required to support performance of this contract shall be included in the contract pricing.

3.2 The contractor shall provide a Safety Data Sheet (SDS) to the facility COR upon request at no additional charge.

4. CYLINDERS AND OTHER CONTAINERS

4.1 *Laws and Regulations* Cylinders and other containers for gaseous and liquid forms of gases shall comply with the Department of Transportation specifications and shall be maintained, filled, marked, labeled, and shipped to comply with current DOT regulations (Title 49-Transportation, Code of Federal Regulations.) Filling, packaging, labeling, etc., for medical gases shall also comply with the Federal Food, Drug and Cosmetic Act.

4.2 *Marking* In addition to marking required by the laws and regulations, marking shall comply with CGA Publication C-7—Guide to Precautionary Labeling and Marking of Compressed Gas Containers, dated 3/31/04.

4.3 Color Coding Cylinders shall be color coded in accordance with CGA Publication C-9—Standard Color Marking of Compressed Gas Containers Intended for Medical Use, dated 3/10/04.

4.4 Valves shall comply with CGA Safety Bulletin SB-26 dated 11/26/01 and CGA Publication V-1— Compressed Gas Association Standard for Compressed Gas Cylinder Valve Outlet and Inlet Connections, dated 11/14/05. Valve Protection caps for cylinders designed to receive such caps shall be securely attached in a manner to protect the valves from injury during transit and delivery to the purchaser's receiving area. For liquid containers, all fittings must be permanently brazed to prevent their removal. In addition, each container should contain a 360-degree cryoband applied at the top of the container with the drug product name repeated around the entire container.

4.5 *Integral Regulators* **(James A. Haley Veterans Hospital)**

An E-Cylinder will be available with an integral regulator. The specifications for the integral regulators are as follows:

a) A wrap-around durable raised handle will surround the components of the regulator such that dropping the tank on its side will not subject the regulator to contact with the ground or other surfaces.

b) The raised handle will allow the tank to be lifted and carried as the primary means for carrying the tank during use.

c) The regulator will be of the click-stop variety with stops on the 1,2,3,4,5,6,8,15 and 25-liter per minute setting.

d) The outflow for oxygen will be a standard oxygen nipple.

e) There will be a separate and recessed valve closure which will open and close the oxygen supply to the regulator.

f) The regulator will be affixed by the vendor and of such design that it cannot be removed readily by others.

4.6 *Hydrostatic Testing:*

a) Request date: If applicable DOT regulations would require retesting of cylinders within three (3) months after schedule date of shipment to Continental U.S. destinations, or within six (6) months after schedule date of overseas destination, cylinder shall be retested.

b) Hydrostatic testing shall be performed in accordance with CGA'S Publication— C-1, Methods for Hydrostatic Testing of Compressed Gas Cylinders, dated 9/7/04.

c) Visual inspection shall be performed in accordance with applicable CGA Publications 6-6—Standards for Visual Inspection of Steel Compressed Cylinders, dated 8/16/05 or C-6.1— Standards for Visual Inspection of High-Pressure Aluminum Compressed Gas Cylinders, dated 7/3/02.

d) The vendor shall be responsible for all testing of contractor-owned cylinders at no additional cost to the Government.

4.7 *Cylinder Sizes:* Cylinder sizes shown in the item description indicate product capacity of the cylinder currently being used. All capacities are approximate, and the Government shall be billed only for the actual amount of gas delivered. In accordance with the Federal Food, Drug and Cosmetic Act, the actual contents of the container must appear on the label.

4.8 *Lost or Damaged Contractor-Owned Cylinders:* For each contractor-owned cylinder lost or damaged beyond repair due to neglect of the Government, the contractor shall submit a claim that substantiates the explicit neglect of the Government. The failure of the contractor to maintain adequate inventory procedures shall not be the fault of the Government.

4.9 Method *of Shipment:* Empty cylinders that are picked up from an ordering facility for re-fill or service shall be transported according to the Department of Transportation Regulations, using normal commercial practice to prevent damage to cylinders.

4.10 *Transportation of Cylinders:* All transportation charges shall be included.

4.11 *Inventory of Cylinders:* The Contractor shall use its control system in maintaining cylinder inventory. The Contractor shall complete 100% inventory of all tanks annually at a minimum.

5. PRICE OF SERVICES FOR CONTRACTOR-OWNED CYLINDERS

5.1 ***Services Included in the Price of Gas:*** The offeror's price of gas shall include the furnishing, at no additional cost, of all services which are required at each filling of a cylinder to comply with applicable regulations, specifications, and normal good practices. Such services shall include but not be limited to: tags indicating cylinder is "Full," In Use," or "Empty"; inspection, testing, evaluation, and upon delivery all tanks will be free of dirt and debris, cleaning services required at each filling; pin-indexing, when required, and requirement, and attachment of Government-furnished warning tags, when required. Attaching of oxygen cylinders to manifold systems, when required, shall be performed by the contractor at no additional cost. In addition to services listed in this paragraph, the contractor is responsible for all maintenance and testing of contractor-owned cylinders.

6. MEASUREMENT AND CONVERSION COMPUTATION, ATMOSPHERIC GASES AND HYDROGEN:

6.1 Density date and volume measurement equivalents printed in CGA Publication P-6—Standard Density Data, Atmospheric and Hydrogen, dated 8/17/05 shall be used when necessary to convert measurements of these gases from one form to another: for example, from cubic feet to gallons.

7. MONTHLY RENTAL OF CONTRACTOR-OWNED CYLINDERS AND LIQUID CONTAINERS:

7.1 Cylinders picked up by contractor's truck: Ordering activities shall notify the contractor of the number of empty cylinders ready for return. If the contractor is verbally notified of empty cylinders, the ordering activity will document the notification by making a record of the date, time and contractor's representative contacted.

7.2 Cylinders returned by common carrier: Ordering activities returning empty contractor-owned cylinders will immediately notify the contractor in writing of the quantity and size of cylinders and the date they were turned over to the carrier. Rental charges shall not be applied after the date cylinders are picked up by the common carrier.

8. SPECIAL CONSIDERATIONS:

8.1 E - Cylinders: These cylinders have OXY-GEN I regulators manufactured by Sherwood. They must have a 50psi gas port (so they can be attached to ventilator units) and a flow of 1 to 15 liters per minute.

9. BADGES:

9.1 All Contractor personnel are required to wear I.D. badges during the entire time he/she is on Government property. I.D. badges **must** have an identification picture and shall state the name of the individual and the company he/she represents.

10. DELIVERY INFORMATION:

10.1 Location:
James A. Haley Veterans' Hospital 13000
Bruce B. Downs Blvd. Tampa, Fl., 33612
(813) 972-2000 ext. 107288

10.2 Delivery instructions: Monday, Wednesday, and Friday unless the day is an observed holiday (see paragraph 11) at a designated time. If Monday is a holiday, delivery would be either Tuesday or Thursday. If Friday is a holiday, delivery would be on a Thursday.

10.3 Location:
Dermatology OPC
12210 Bruce B Downs Blvd. Tampa, FL 33612
(813) 972-2000 ext. 2299

10.4. Delivery instructions to Dermatology OPC: Two (2) Days a Week – Tuesday, and Friday unless the day is an observed holiday (see paragraph ll) at a designated time. If Friday is a holiday, delivery would be on a Thursday.

10.5 Location:
Mental Health Domiciliary OPC
8451 Temple Terrace Hwy. Tampa, Fl, 33637
(813) 972-2000 ext., 2575

10.6 Delivery instructions to OPC: Two (2) Days a Week - Tuesday, and Friday unless the day is an observed holiday (see paragraph l l) at a designated time. If Friday is a holiday, delivery would be on a Thursday.

10.7 Location:
Primary Care Annex
13515 Lake Terrace LN. Tampa, Fl 33615
(813) 972-2000 ext. 108005

10.8 Delivery instructions to OPC: Two (2) Days a Week - Tuesday, and Friday unless the day is an observed holiday (see paragraph l l) at a designated time. If Friday is a holiday, delivery would be on a Thursday.

10.9 Location:
South Hillsborough Clinic
1290 Summerfield Crossing Blvd. Riverview, FL 33579
(813) 998-8000 ext. 138618

10.10 Delivery instructions to OPC: Two (2) Days a Week - Tuesday, and Friday unless the day is an observed holiday (see paragraph l l) at a designated time. If Friday is a holiday, delivery would be on a Thursday.

10.11 Location:
Zephyrhills Outpatient Clinic

37827 Eiland Blvd. Zephyrhills, Fl, 33542
(813) -780-2550 ext. 251573

10.12 Delivery instructions to OPC: Two (2) Days a Week - Tuesday, and Friday unless the day is an observed holiday (see paragraph I l) at a designated time. If Friday is a holiday, delivery would be on a Thursday.

10.13 Location:
New Port Richey OPC
7900 Little Road, New Port Richey, Fl. 34654
(727) – 869- 4100 ext. 4208 or 4206

10.14 Delivery instructions to OPC: Two (2) Days a Week - Tuesday, and Friday unless the day is an observed holiday (see paragraph I l) at a designated time. If Friday is a holiday, delivery would be on a Thursday.

10.15 Location:
Brooksville Outpatient Clinic CBOC
14540 Cortez Blvd. Suite 108 Brooksville, Fl. 34613
(727) -869-4100 ext. 4226

10.16 Delivery instructions to OPC: Two (2) Days a Week - Tuesday, and Friday unless the day is an observed holiday (see paragraph I l) at a designated time. If Friday is a holiday, delivery would be on a Thursday.

10.17 Location:
Lecanto Community Based Outpatient Clinic
2804 West. Marc Knighton Court Suite A
Lecanto, Fl. 34461
(727) -869-4100 ext. 4226

10.18 Delivery instructions to OPC: Two (2) Days a Week - Tuesday, and Friday unless the day is an observed holiday (see paragraph I l) at a designated time. If Friday is a holiday, delivery would be on a Thursday.

10.19 Location:
Lakeland Outpatient Clinic
2080 Meadowland Park Blvd.
Lakeland, Fl 33803
(863)-701-2470 ext. 244846

10.20 Delivery instructions to OPC: Two (2) Days a Week - Tuesday, and Friday unless the day is an observed holiday (see paragraph I l) at a designated time. If Friday is a holiday, delivery would be on a Thursday.

11. FEDERAL HOLIDAYS OBSERVED

New Year's Day (Jan 1st)
Martin Luther King Day (3rd Monday in Jan)
President's Day (3rd Monday in Feb)
Memorial Day (last Monday in May)
Juneteenth (June 19th)
Independence Day (July 4th)
Labor Day (1st Monday in Sept)
Columbus Day (2nd Monday in Oct)
Veteran's Day (Nov 11th)
Thanksgiving Day (4th Thursday in Nov)
Christmas (Dec 25th)

NOTE: When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by U.S. Government agencies. Also included is any day specifically declared by the President of the United States of America to be a national holiday. The contractor shall arrange with the appointed Government representative when any holiday or declared day of observance conflicts with the delivery schedule.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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

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

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

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

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

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

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such

occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent,

trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

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

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

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the

Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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

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

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

C.2 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

C.3 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.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, 6 months.

(End of Clause)

C.5 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.6 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.7 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.8 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) *Services*. In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified SDVOSBs listed in the SBA certification

database (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products*.

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

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

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

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

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

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

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

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

(f) *Joint ventures*. A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the

performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

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

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

(End of Clause)

C.9 VAAR 852.219-76 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SUPPLIES AND PRODUCTS (JAN 2023) (DEVIATION)

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

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

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

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

(2) Manufacturer or nonmanufacturer representation and certification.

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification

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

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

FAR Number	Title	Date
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018

C.10 VAAR 852.247-73 PACKING FOR DOMESTIC SHIPMENT (OCT 2018)

Material shall be packed for shipment in such a manner that will insure 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)

C.11 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
https://www.va.gov/oal/library/vaar/

(End of Clause)

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
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	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION) ALTERNATE I (NOV 2025)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025
52.219-33	NONMANUFACTURER RULE (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
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.225-1	BUY AMERICAN—SUPPLIES (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
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
852.212-71	GRAY MARKET AND COUNTERFEIT ITEMS	FEB 2023
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.223-71	SAFETY AND HEALTH	SEP 2019
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020
852.246-71	REJECTED GOODS	OCT 2018

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: D.1 James Haley Map.

See attached document: D.2 Attachment A. Manufacturing Facilites.

See attached document: D.3 Medical Gas by Location

SECTION E - SOLICITATION PROVISIONS

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

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, 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 is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

(3) 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.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and product descriptions can be downloaded from the ASSIST website at *https://assist.dla.mil*.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at *https://assist.dla.mil*.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by-

(i) Using the ASSIST feedback module (*https://assist.dla.mil/feedback*); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at *assisthelp@dla.mil*.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier*. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at *www.sam.gov* for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at *www.sam.gov* for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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

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

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

1. Complete B.2 Price/Cost Schedule. Enter your prices under B.2 Price/Cost Schedule. Prices need to include any FOB destination shipping cost. The Government is requesting discounts, notate any discounts.
2. Ensure reps and Certs in Sam.gov is up to date.
3. Complete the Buy American Certificate at 52.225-2.
4. Complete D.2 Attachment A Manufacturing Facilities and return with your offer.
5. See 52.212-2 for Evaluation factors.
6. Complete the LOS certification at C.9 VAAR 852.219-76.
7. Clearly identify your SAM UEI# in your submission.
8. Email your combined single pdf quote submission to david.griganavicius@va.gov at or before the exact time specified in due date of this solicitation.

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 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(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 325120.

(2) The small business size standard is 1200 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 52.225-2 BUY AMERICAN CERTIFICATE (OCT 2022)

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

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

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

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

(b) Foreign End Products:

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

[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No.

[*List as necessary*]

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

(End of Provision)

E.6 52.225-18 PLACE OF MANUFACTURE (AUG 2018)

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

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.
"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(End of Provision)

E.7 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

Network Contracting Activity 8 (NCA 8)

8875 Hidden River Pkwy
Tampa FL 33637
Mailing Address:

Department of Veterans Affairs

Network Contracting Activity 8 (NCA 8)

8875 Hidden River Pkwy
Tampa FL 33637

(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.8 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.9 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

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

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

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

manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

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

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

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

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of Provision)

FAR Number	**Title**	**Date**
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE	OCT 2018

RESOLUTION

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 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
https://www.va.gov/oal/library/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	JAN 2017

	AGREEMENTS OR STATEMENTS—REPRESENTATION	
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.214-21	DESCRIPTIVE LITERATURE	APR 2002
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Addendum to 52.212-1)

E.12 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

ADDENDUM to 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION AUG 2025)

(a) Basis for Award. The Government will issue a purchase order to the responsible offeror whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The following factors shall be used to evaluate quotations:

(1) Technical and Quality

(2) Past Performance

(3) Price

(c) Evaluation Approach. The Government will evaluate quotations using the comparative evaluation process outlined in FAR 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 Government is not requesting or accepting alternate quotations. The evaluation will consider the following:

(1) Technical and Quality: The quotation will be evaluated to the extent to which it can meet and/or exceed the Government's requirements as outlined in the solicitation and based on the information requested in the instructions to offerors section of the solicitation.

(2) Past Performance: The past performance evaluation will assess the relative risks associated with a offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by the offeror's record of past performance. The past performance evaluation may be based on the contracting officer's knowledge of and previous experience with the supply or service being acquired; Customer surveys, and past performance questionnaire replies;

Contractor Performance Assessment Reporting System (CPARS) at http://www.cpars.gov/; or any other reasonable basis.

(3) Price: The Government will evaluate the price by adding the total of all line item prices. The Total Evaluated Price will be that sum.

(d) Options. The Government will evaluate quotations for award purposes by adding the total price for all options to the total price for the basic requirement. This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by adding six months of the quoter's price for the last potential period of performance under this contract to the quoter's total price. For example, if the contract includes option periods that are exercisable under FAR 52.217-9, the quoter's total price for the purpose of evaluation will include the base period, all option periods, and an additional six months of the last option period. Quoters must price only the base and option periods specified in the contract line item numbers (CLINs), and shall not submit a price for the potential six-month extension of services under FAR 52.217-8. The Government reserves the right to exercise the option under FAR 52.217-8 before the end of any of the contractor's performance periods and will be exercised at the price and/or rates in effect at the time the clause is exercised. Evaluation of options shall not obligate the Government to exercise the option(s).

(e) The Government reserves the right to make no award if quote does not meet the requirements of this solicitation. To be eligible for award, an offeror must be registered in System for Award Management (SAM) prior to award. The offeror must complete all certifications or attestations requested herein or otherwise required by regulation. (c) 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.

(End of Provision)