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

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C77626Q0016

6. SOLICITATION ISSUE DATE: 03-20-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Andrew Schoenecker

b. TELEPHONE NO. (No Collect Calls): 651-293-3038

8. OFFER DUE DATE/LOCAL TIME: 04-21-2026 1:00 PM Central

9. ISSUED BY — CODE 36C776

Department of Veterans Affairs
Program Contracting Activity Central

6100 Oak Tree Blvd, Suite 490
Independence OH 44131

10. THIS ACQUISITION IS

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

NAICS: 325120

SIZE STANDARD: 1200 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS: N/A

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

13b. RATING

14. METHOD OF SOLICITATION

- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE

Department of Veterans Affairs
Various Facilities in VISN 16

16. ADMINISTERED BY — CODE 36C776

Department of Veterans Affairs
Program Contracting Activity Central
Attention: Andrew Schoenecker
6100 Oak Tree Blvd, Suite 490
Independence OH 44131

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE

TELEPHONE NO. — UEI: — EFT:

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

18a. PAYMENT WILL BE MADE BY — CODE VAFSC

Department of Veterans Affairs
Financial Services Center
Invoices to be Submitted Electronically
https://www.fsc.va.gov/einvoice.asp
e-Invoice Setup Info Phone 877-489-6135

PHONE: 877-353-9791 FAX: 512-460-5429

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is an unrestricted solicitation open to any business of any size or socioeconomic category for the Veterans Integrated System Network (VISN) 16 medical gases requirement. The Government is soliciting quotes for a single award, Indefinite Delivery, Indefinite Quantity (IDIQ) contract. The quotes will be evaluated in accordance with RFO Part 12. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

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

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
- [ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Andrew Schoenecker

31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

1. **CONTRACT ADMINISTRATION:** All contract administration matters will be handled by the following individuals:

a. **CONTRACTOR :**

b. **GOVERNMENT:** Contracting Officer 36C776

Department of Veterans Affairs

Program Contracting Activity Central

6100 Oak Tree Blvd, Suite 490

Independence OH 44131

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

[X] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Within 30 days of acceptance of delivery

4. GOVERNMENT INVOICE ADDRESS: All invoices from the Contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests. VA uses Tungsten Network for Contractor invoicing. Registration can be completed by visiting https://www.tungsten-network.com/customer-campaigns/veteransaffairs/. Invoices submitted through Tungsten Network are then sent directly to VA FSC ECB using an ANSI X12 v5010 810 format, for processing into the VA FSC payment system. If additional information regarding the Tungsten Network solution is required, contact them directly at 1-877-489-6135 or contact them via email VA.Registration@Tungsten-Network.com.

In accordance with the Prompt Payment Act, 52.232-25, a proper invoice must include:

A. Name and address of the CONTRACTOR.

B. Invoice date (the Contractor is encouraged to date invoices as close as possible to the date of the delivery/ transmission).
C. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
D. Description, quantity, UoM, unit price, and extended price of medical gases delivered, or services performed.
E. Name and address of authorized official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
F. Name (where applicable), title, phone number, and mailing address of person to be notified in the event of a defective and/or improper invoice.
G. Any other information or documentation required by the contract (such as evidence of shipment).
H. While not required, the CONTRACTOR is strongly encouraged to assign an identification number to each invoice.

5. PAYMENTS AND INVOICING: VA shall review the invoice against the contract. VA shall notify the Contractor of invoice discrepancies. Upon the resolution of any discrepancies, VA shall approve the invoice and make payment to the Contractor. Invoices shall be paid within thirty (30) days upon final acceptance by the Government. Each invoice must comply with the requirements of RFO 52.212-4 Contract Terms and Conditions – Commercial (DEVIATION)(NOV 2025), to include required information as follows:

1) Facility's name and address where the supply was provided.
2) Contract number (example – 36C776-26-D-XXXX).
3) Purchase order number (example – 598-C6XXXX).
4) Type of supply provided.

No advance payments shall be authorized. The Contractor shall share monthly rental invoice(s) with Authorized Ordering Officer and COR prior to submission in EDI and/or submission to the VA Finance Center for review. Payment of invoices may be delayed if the appropriate invoices as specified in the contract are not completed and submitted as required.

6. ORDERING PROCESSES: Ordering officers (OOs) will be authorized to place orders against this contract. The Contracting Officer (CO) will furnish the with the names of individuals authorized as OOs, by separate memorandum upon issuance of the contract. When OOs are added after award, the CO will furnish the with the names of individuals authorized as OOs, by memorandum upon OO appointment. OOs are responsible for issuing and administering orders placed under this contract. OOs have no authority to modify any term of this basic contract. Any deviation from the terms of the basic contract must be approved in writing by the CO responsible for this contract. The shall accept orders against this contract only from the CO and/or authorized OOs. Fulfilling orders from persons other than the CO or OO may result in loss or delay in payment for supplies/services provided under such orders.

For the primary method of placing and receiving medical gas orders, the Contractor may select one of the two options below. Additionally, on a case-by-case basis, orders may be placed by email or phone when necessary.

(1) Contractor Website or (2) Commercial-Off-the-Shelf Product:

a. The VA will place orders through the Contractor's website or a commercial off-the-shelf product.

b. The Contractor will provide the Contracting Officers (COs), Ordering Officers (OOs), and any VA employee designated by the CO access to the Contractor's website or commercial off-the-shelf product.

c. The Contractor's website or commercial off-the-shelf product must be approved by the VA prior to its use.

d. The Contractor's website or commercial off-the-shelf product must have the following capabilities:

i. Be accessible on the internet;

ii. Allow VA staff to place orders via the website or commercial off-the-shelf product;

iii. Ensure that the website does not interface with any VA information system.

7. CHANGES: Changes to this contract may only be made by a written modification which is formally executed by the Contractor and the CO.

8. HOLIDAY: The Contractor will not be required to make delivery on federally observed holidays. When normal delivery days fall on a Federal holiday, the Contractor shall make delivery on the next workday following that holiday.

The following holidays are observed by the Federal Government:

- New Year's Day
- Martin Luther King Jr. Birthday (3rd Monday in January)
- Presidents Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veterans Day (November 11th)
- Thanksgiving Day
- Christmas Day

Note: If the holiday falls on a Saturday, it will be officially observed on the Friday before the holiday. If the holiday falls on a Sunday, it will be officially observed on the Monday following the holiday.

9. ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the solicitation number and date as follows:

AMENDMENT NO	DATE

B.2 SCHEDULE OF ITEMS

The Schedule of Items is provided in Excel spreadsheet format as Attachment D.1 – Schedule of Items.

Period of Performance: The period of performance is 9/1/2026 – 8/31/2031, unless terminated earlier pursuant to the terms of this contract.

Year 1 of the pricing period is 9/1/2026 to 8/31/2027, Total Price:_____

Year 2 of the pricing period is 9/1/2027 to 8/31/2028, Total Price:_____

Year 3 of the pricing period is 9/1/2028 to 8/31/2029, Total Price:_____

Year 4 of the pricing period is 9/1/2029 to 8/31/2030, Total Price:_____

Year 5 of the pricing period is 9/1/2030 to 8/31/2031, Total Price:_____

Total Contract Price:_____

The minimum guaranteed value under this contract is $25,000.00.

The maximum value under this contract is $7,000,000.00.

B.3 STATEMENT OF WORK

VISN 16 STATEMENT OF WORK

Medical Gases, Fills, and Cylinder Rentals

1. SCOPE

1.1. The Veterans Health Administration (VHA), Veterans Integrated System Networks (VISN) 16, require a Contractor to provide medical gases for each of the estimated eight (8) Veterans Administration Medical Center (VAMC) facilities, their respective clinics, and off-site locations located in their region. The Contractor shall be responsible for providing, filling, transporting, handling, servicing, maintaining, delivering, picking up, and storing medical gases and cylinders for all facilities located in "Attachment D.2 – Facility Locations". All equipment and materials required to perform on the contract shall be provided by the Contractor except for any Government-furnished cylinders a VAMC may choose to use.

1.2. Contractor shall provide the VA access to their website, which will enable staff to perform the following functions: place orders, view Proof of Delivery (POD)/delivery tickets, access cylinder audit results/forms, access current/past cylinder balances, view current and past cylinder rental summaries, and access paid/unpaid invoices. The website shall be accessible via the internet. It shall not interface with any VA information systems. The Contractor is permitted to utilize commercial off-the-shelf product like Microsoft Share Point, Microsoft Power Apps, and/or Microsoft Teams, or other similar products that provide the needed functionalities. The selected platform must receive prior approval from VA. This requirement is distinct and separate from the option of a website ordering system as referenced on page 6. The Contractor shall provide initial setup, training, and ongoing technical support to VA staff to ensure full functionality and usability of their website or commercial off-the-shelf product.

1.3. The required medical gases are listed in "Attachment D.1 – Schedule of Items" and must meet or exceed the standards cited in the current edition of the United States Pharmacopoeia/National Formulary (USP).

1.4. The list and locations of facilities of VISN 16 Veterans Administration Medical Centers (VAMC) / Health Care System (HCS) are shown in "Attachment D.2 - VISN 16 Facility Locations". The number and location of facilities located within VISN 16 may increase or decrease based on the Government's need to provide health care to Veterans. The facilities within the Veterans Integrated Service Network (VISN) 16, including VAMCs and HCSs, are identified in Attachment D.2, VISN 16 Facility Locations. This list reflects the current organizational structure; however, the number, names, and locations of facilities within VISN 16 may be modified as a result of reorganizations or other operational adjustments. Any such changes will be implemented through a bilateral modification.

1.5. The estimated quantities for each line item number in the solicitation are estimates only. There is no expressed or implied guarantee that these quantities will be purchased. The actual quantities ordered by the facilities will vary based on the medical needs of each facility. Quantities may increase or decrease based on the volume of Veterans and each facility's medical needs. The contract shall be for the actual quantities as ordered by each VA Health Care facility.

1.6. Acronyms and other terms used in this contract shall be interpreted as follows, unless the context expressly requires a different construction and/or interpretation.

ARO: After Receipt of Order
CFR: Code of Federal Regulations
CGA: Compressed Gas Association
CGMP: FDA Current Good Manufacturing Practice
CBOC: Community Based Outpatient Clinic
CO: Contracting Officer
COR: Contracting Officer Representative
CS: Contract Specialist
FDA: US Food & Drug Administration
GFE: Government-Furnished Equipment (Government-Owned)
HCS: Health Care System
LIN: Line Item Number
LOU: Loss of Use (missing/unreturned/damaged cylinders)
LPM: Liters Per Minute
Negative Variance: When the number of cylinders found during the cylinder audit is fewer than the rental statement indicates
NFPA: National Fire Protection Association
OO: Ordering Officer
OSHA: US Department of Labor, Occupational Safety and Health Administration
PO: Purchase Order
POC: Point of Contact
POD: Proof of Delivery
Positive Variance: When the number of cylinders found during the cylinder audit is greater than the rental statement indicates
USP: United States Pharmacopoeia/National Formulary
VA: Department of Veterans Affairs
VAMC: Veterans Affairs Medical Center
VHA: Veterans Health Administration
VISN: Veterans Integrated Service Network

2. LICENSING, AUTHORIZATION, AND SELLING PERMISSIONS

2.1. If the Contractor is the manufacturer of the medical gases it places into the medical gas cylinders being supplied under this contract, it shall provide verification on an annual basis, that it holds current licensing, permits, certifications, or registrations required by the FDA and the states in which this contract is performed. If the Contractor is not the manufacturer, the Contractor shall compile this documentation from the manufacturer and provide it to the VA.

2.2. If the Contractor is not the manufacturer of the medical gases that are placed into medical gas cylinders being supplied under this contract, the Contractor must provide evidence of the medical gas manufacturer's current licenses, permits, certifications, or registrations required by the FDA in the states in which this contract is performed, as well as an executed copy of their resellers agreement. The resellers agreement must be no older than one year from the date of award and it must be provided to VA within ten (10) calendar days of contract award. Additionally, it must affirmatively demonstrate that the Contractor has authorization by the manufacturer to resell the medical gases, as well as rent the medical gas cylinders that the Contractor is providing under this contract.

The Contractor shall provide annual updates to any agreements it has with the medical gas manufacturer and medical gas cylinder provider that affirmatively demonstrates that the Contractor has authorization by the manufacturer to resell the medical gas and to rent the medical gas cylinders that the Contractor is providing under this contract. In the event of a change in the manufacturer, the Contractor shall provide a minimum of 30 days advance notification, or at the time it is known, to VA of the change in manufacturer, and shall provide evidence of the new medical gas manufacturer's current licenses, permits, certifications, or registrations required by the FDA and the states in which this contract is performed. The Contractor shall also provide a copy of its signed agreement with the new manufacturer demonstrating that the Contractor has authorization by the manufacturer to resell the medical gases and to rent the medical gas cylinders that the Contractor intends to provide under this contract.

2.3. Throughout the term of this contract, Contractor shall maintain all federal, state, and local licenses applicable to the Contractor, as well as any required FDA certifications.

3. LIABILITY INSURANCE REQUIREMENTS

3.1. The Contractor is required to maintain liability insurance in the amount of $1,000,000.00 per occurrence. The ACORD Certificate of Liability must be provided at the time of contract award, and annually via email to the CO.

4. MEDICAL GAS SPECIFICATION AND REQUIREMENTS

4.1. All medical gases provided in this contract shall be medical grade and shall comply with all applicable FDA, CGA, DOT, and all other federal, state, and local acts, regulations, codes, and standards in regard to their manufacture, testing, transportation, shipping, and packaging. The Contractor shall comply with the most current and updated version of these codes and standards for the entire period of performance of this contract.

4.2. Material Safety Data Sheets (MSDS) shall be provided to the facility COR electronically via e-mail or through access to an external website upon request at no additional charge within 24 hours of the VA request. Contractor shall, at the request of the VA, provide training on procedures associated with safety data and maintaining medical gas cylinders while at VA facilities.

5. CYLINDERS AND ASSOCIATED COMPONENTS LAWS AND REGULATIONS

5.1. Cylinders, tanks, valves and other containers for gaseous and liquid forms of gas provided on this contract shall comply with all applicable FDA, CGA, DOT, and all other federal, state, and local acts, regulations, codes and standards in regard to the manufacture, maintenance, filling, marking, labeling, transportation, shipping, packaging, color-coding, valves, valve protection caps, valve brazing, cylinder fittings, hydrostatic cylinder testing, inspections, visual inspection, and 360 degree cryoband placement. The Contractor shall comply with the most current and updated version of these codes and standards for the entire period of performance of this contract.

5.2. Cylinder sizes, shown in the chart below, indicate product capacity of the cylinder(s) 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 most current Federal Food, Drug, and Cosmetic Act codes, including any subsequent updates during the contract's performance period, the actual contents of the container must appear on the label.

Cylinder Size:

Size	Outer Diameter (inches)	Height (inches)
B	3 5/16 – 3 ½	13 – 13 ¼
C	3 ½	8
D	4 3/16 – 4 ½	16 ¾ - 19
E	4 3/16 – 4 ½	24 ¾ - 30
F	4 ¼	17
G	8 ½	51 – 51 ¾
H	9 – 9 ¼	51
J	9 – 9 1/4	51 – 55
K	9	56
M	7	43
Q	7 – 7 ½	32 – 49
S	7 ¼ - 7 ½	46
T	9 ¼ - 10	55 - 61
230 LT Nitrogen (on wheels)	26	57
100 LT Helium	24	59

5.3. E-Sized oxygen cylinder – fixed regulator system requirements: One version of steel and one version of lightweight aluminum construction with all of the following features:

- Easy-to-carry wide permanent handle to make it easy to lift
- Adjustable high flow and low flow regulators capable of a range from 0.25 LPM minimum to 25 LPM
- A Diameter Index Safety System (DISS) 50 PSI fitting for transport ventilator hook-up
- Magnetic resonance imaging (MRI) compatibility for the lightweight aluminum version
- Easy to read contents gauge
- Utilizes single-stage valves only.

5.4. Cylinders shall be filled to the manufacturer's maximum recommended level during each refilling procedure unless a lesser amount is specified in the facility requirements or as agreed upon in a written document signed and dated by the Contracting Officer (CO).

5.5. Density data and volume measurement equivalents printed in CGA Publication P-6 – Standard Density Data, Atmospheric Gases and Hydrogen, dated October 2012, shall be used when necessary to convert measurement of these gases from one form to another; for example, from cubic feet to gallons https://www.cganet.com/.

5.6. All transportation charges for empty Government-owned and Contractor-provided cylinders shall be at the expense of the Contractor and shall be transported using normal commercial practices to prevent damage to cylinders.

6. GOVERNMENT FURNISHED EQUIPMENT (GFE) MEDICAL GAS CYLINDERS

6.1. Upon award of the contract the VA will inform the Contractor of the number of GFE cylinders the Contractor will take to maintain its inventory to account for approximately 30 days of usage for each particular gas for which the VA utilizes GFE cylinders. All GFE cylinders will be labeled with a unique cylinder identifier, colored, and tagged by the VA for identification and tracking purposes. The Contractor shall pick up the cylinders within two weeks after the beginning date of the contract and store them securely at their facility to avoid mixing them in with the Contractor-owned cylinders being processed.

6.2. The VA will assemble empty GFE cylinders in a designated pickup area and the OO will issue a delivery order for each type of gas needed in quantities equal to the number of empty GFE cylinders of each type of gas and send it to the Contractor following the process in section 9 of this SOW. The Contractor shall fulfill the order with cylinders from the GFE inventory at their location and exchange each empty GFE medical gas cylinders with a full GFE medical gas cylinder of the same type of gas as indicated in the Delivery Order at the prices listed in the "Attachment - D.1 Schedule of items".

6.3. If the VA facility chooses not to have the Contractor maintain an inventory of GFE cylinders at the Contractor's location, or if the Contractor is unable to store this inventory for a particular facility, the VA will possess enough GFE cylinders to allow for the Contractor to refill and deliver the exact GFE cylinder's that were picked up empty within a 3-week period from the pickup of said cylinders. Contractor shall not substitute other cylinders for GFE cylinders and shall return the exact GFE cylinders according to their numbers and markings.

6.4. The Contractor shall pick up GFE medical gas cylinders. These cylinders shall be inspected by the Contractor and filled to the maximum functional capacity during each refilling procedure. Empty Government-owned cylinders that are picked up by the Contractor from an ordering facility for re-fill or servicing must be transported according to the DOT regulations, using normal commercial practices to prevent damage to cylinders.

6.5. Contractor shall provide current inventory levels of GFE cylinders at Contractor's facilities, as well as accurate GFE cylinder counts for both pickup and delivery upon each delivery. If the Contractor delivers fewer GFE cylinders than is ordered, then the Contractor shall annotate all backordered/undelivered GFE cylinders on the delivery slip.

6.6. The VA will monitor the receiving and pickup record of the GFE cylinders and will conduct a review to be shared with the Contractor on an annual basis, at minimum, or more frequently if the COR determines it to be necessary. The review of this record will be used by the VA to determine the number of GFE cylinders the Contractor should have at the Contractor's facilities. The Contractor shall certify that the GFE cylinders shown to be in their possession, are accounted for and are accessible to allow for orders to be fulfilled. The Contractor shall pay for any lost or damaged GFE cylinders at the agreed upon rates identified on "Attachment D.1 - Schedule of Items" within 30 days of confirmation that the GFE cylinders are lost or damaged.

6.7. The final quantity of GFE cylinders lost will be determined at the end of the contract based on what quantities and types of cylinders the Contractor is unable to return. Final payment for lost or damaged cylinders shall be made within 30 days of the end of the contract.

6.8. If any GFE cylinders are found to not meet compliance in accordance with the SOW at 5.1., the Contractor shall inform the COR and OO both in writing and by telephone to give them the opportunity to revise the order. The Contractor shall return the non-compliant GFE cylinders back to the ordering facility on the next delivery at no additional cost to VA with documentation and clear marking on the GFE cylinders to label it defective.

6.9. GFE cylinders must remain the property of the individual VA facility for which the order was placed. GFE cylinders are not exchangeable for other GFE cylinders from different VA facilities. Contractor shall fill and return GFE cylinders to the specific ordering facility for which the order was placed.

6.10. Contractor shall determine the need for hydrostatic testing based on the date code on the GFE cylinder and shall perform said testing for the LIN price indicated on this contract. The Contractor shall return any non-compliant GFE cylinders back to the ordering facility on the next delivery at no additional cost to the VA, with documentation and clear marking on the GFE to label it defective and the cause of the failure. The Contractor shall proceed to fill all compliant GFE cylinders and deliver them per normal procedures.

7. CONTRACTOR-PROVIDED MEDICAL GAS CYLINDERS

7.1. The Contractor shall provide and maintain cylinders/tanks and equipment in accordance with the terms and conditions of this contract. For the duration of the contract, the Contractor is liable for the integrity, suitability, safety, maintenance, inspections, and cylinder tracking of Contractor-provided cylinder(s). The Contractor shall ensure Contractor-provided cylinders always comply with applicable regulations and standards.

7.2. Contractor-provided equipment shall be kept in good operating condition and appearance (i.e., clean, rust free, labeled), shall be in accordance with applicable regulations and standards, and at the expenditure of the Contractor. Each VA facility shall provide the Contractor reasonable access to the facilities for this purpose. The Contractor shall provide documentation of all safety testing of Contractor-provided medical cylinders and appurtenances, including cylinder hydrostatic testing, to the VA upon request at no additional charge.

7.3. All VA facilities have the right to refuse dirty cylinders or cylinders that do not meet applicable regulations and standards. The Contractor must replace rejected cylinders within 24 hours at no additional cost to the Government.

7.4. The Contractor shall provide training to VA staff upon request at no additional cost to the Government. The training shall ensure that VA employees are proficient and able to safely operate medical gas cylinders and appurtenances in the event of equipment change, technology upgrades and/or any new system/manufacturer specification change.

7.5. Monthly rental charges:

> 7.5.1. Upon the delivery of Contractor-provided cylinders, monthly rental rates shall apply to those cylinders in the calendar month of delivery and shall be subject to verification of receipt by the VA facility. Upon the pickup of emptied Contractor-provided cylinders, as noted on the delivery slip by the Contractor’s delivery driver, the rental

charges shall cease as of the end of the calendar month in which the empty Contractor-provided cylinders were picked up.

7.5.2. If the Contractor-provided cylinders have bar codes and the Contractor, or subcontractor, has a system in place for bar code scanning/tracking then all Contractor-provided cylinders shall be scanned and tracked by the Contractor or their subcontractor during delivery, pick-up, and cylinder audits. This service shall be done at no additional cost to the Government and this data, in its original form, shall be made available to the VA upon request.

7.5.3. The Contractor shall track the number of Contractor-provided cylinders that should be on hand at each facility, based on Contractor deliveries and pick-ups, and shall take note of the beginning balance for all cylinders on hand at each facility at the beginning of each rental period. Each monthly rental period shall begin on the first day of the calendar month and shall end on the last day of the calendar month. The Contractor shall adjust the inventory counts for each type of cylinder based on each delivery and pickup throughout the rental period. Contractor shall take note of the ending balance at the end of each rental period and assess the monthly charges for that rental period based on the ending balance. Rental pricing shall be assessed using the LIN prices for monthly rental of cylinders, which can be found in “Attachment D.1-Schedule of Items”. Documentation of this tracking of cylinders shall be e-mailed to the COR and shall be made accessible through the Contractor’s website or commercial-off-the-shelf product as described in the SOW at 1.2.

7.5.4. The Contractor shall provide a monthly summary for each delivery location within ten (10) business days following the end of a rental period. This monthly summary shall be sent to the COR of each facility via e-mail and also made available on the Contractor's website or through a commercial off-the-shelf product, as specified in the SOW at 1.2. The monthly summary shall include the following items:

- Beginning balance for the rental period
- Cylinders delivered by date
- Cylinders picked up by date
- Ending balance for the rental period

7.5.5. The COR will verify the numbers based on the delivery slips for the rental period and will address any inconsistencies, errors, or omissions and seek to rectify them with the Contractor. The COR shall ensure the accuracy of invoicing based on the verified number of rental charges reported to the COR, which can be verified using the monthly summary.

7.5.6. Outside of normal pickup/deliveries, no rental charges shall be applied to any cylinder five business days (Saturdays, Sundays, holidays excluded) after the ordering facility has notified the Contractor that said cylinders are ready to be picked up. The day the Contractor is notified is excluded from the five-day period. If the Contractor is

verbally notified of empty cylinders, the ordering facility will document the notification by making a record of the date, time, and Contractor's representative contacted.

8. TRANSITION / IMPLEMENTATION OF CONTRACTOR-PROVIDED MEDICAL GAS CYLINDERS

8.1. The Contractor shall provide an orientation meeting and training for each of the eight (8) main VA facilities within 20 business days of contract award. This orientation meeting will cover information on delivery, orders, Contractor's points of contact, etc. Statements made during the orientation meeting do not and cannot modify the Contract.

8.2. The Contractor will be provided with the names and contact information of the CORs within 20 days after contract award of each ordering facility.

8.3. Phase-in:

8.3.1. In the event that the awardee of this Contract is not the incumbent Contractor, or that the medical gas cylinders and appurtenances furnished by the awardee are not the property of the incumbent Contractor, the incoming Contractor shall work with the VA and the incumbent Contractor during the phase-in transition period so it can be accomplished without disruption in supplies and services. Beginning on the effective date of the Contract, and subject to the establishment of Ordering Officers, facilities will begin placing orders for the medical gases listed on this Contract. As the outgoing Contractor's cylinders are collected, they must be stored apart from the incoming Contractor's cylinders to help prevent the pickup of cylinders by the incorrect party.

8.3.2. In the event that the awardee is the incumbent Contractor, or that the medical gas cylinders and appurtenances furnished by the awardee are the property of the incumbent Contractor, LOU quantities shall not be carried forward into the rental balances of this Contract. Final LOU amounts shall be verified and paid as part of the closeout process of the previous contract. Beginning balances for this Contract will be determined by the located, on-hand quantities from the final cylinder audit.

8.4. Phase-out:

8.4.1. In the event that the contract replacing this Contract will not be using cylinders owned by the current Contractor or subcontractor, all rental charges shall continue at the last listed price per cylinder type while the VA returns all cylinders being used under this Contract while working to order replacement cylinders on the newly awarded contract. If the VA informs the Contractor that cylinders are ready for return and the Contractor does not come pick up their cylinders in a reasonable amount of time, then the VA is not required to continue paying rent on said cylinders. The VA and the current Contractor will count all cylinders that are returned and compare them to the outstanding rental cylinders. Once the VA determines there are no more of the outgoing Contractor's cylinders present, the final LOU will be determined by comparing all returned cylinders to the last rental statement balances, accounting for both Positive and Negative Variance.

8.4.2. In the event that the contract replacing this Contract is using the cylinders owned by the Contractor or subcontractor, the Contractor and the VA shall conduct a cylinder

audit IAW paragraphs 7.5.5 and 13 to determine the final LOU, accounting for both Positive and Negative Variance, on this Contract. Final LOU amounts shall be paid as part of the Contract Closeout process and LOU quantities shall not be carried forward into the starting rental balances for the new contract.

8.4.3. The Contractor shall provide the VA with payment and/or credit, as applicable, for any positive variance identified in the amount of the LIN for each cylinder type.

9. ORDERING PROCESSES

9.1. Prior to placing and receiving medical gas orders, the VA will agree, in writing, to the agreed upon ordering and receiving method.

9.2. Ordering Officers (OOs) and Contracting Officers (COs) shall be authorized to place orders for the VA facilities located in VISN 16. The use of OOs will be the primary method used to place orders. Delivery orders may be issued by the CO if needed.

9.3. The Contractor will be provided with the names and contact information of the primary Contracting Officer Representatives (CORs) within 20 days after award of the contract for each ordering facility.

9.4. The Contracting Officer shall furnish the Contractor with the names of individuals delegated with OO authority by separate letter upon issuance of the contract or agreement within 20 days of contract award. When COs appoint OOs after award, the CO will furnish the Contractor with an updated list of individual OOs authorized to place orders against the contract. OOs may not negotiate contract terms and conditions, modify any of the terms and conditions of the contract, determine price reasonableness, or determine best value. OOs are responsible for issuing and administering orders for any and all LIN's on "Attachment - D.1 Schedule of Items" placed under the contract identified in the appointment letter. The CO must approve any changes or deviations from the terms and conditions of the contract in writing prior to the OOs placing orders invoking those terms and conditions. The Contractor must accept orders against the contract only from the CO or authorized OOs. Fulfilling orders from persons other than the CO or OO may result in an unauthorized commitment.

OOs are responsible for issuing and administering orders placed under the contract or agreement identified in the appointment letter. OOs do not have the authority to modify any of the terms and conditions in the contract or agreement.

9.5. The CO and authorized OOs will utilize the Line Item Number (LIN) structure outlined in D.1 Schedule of Items identified in the awarded contract. OOs will place orders based on facility needs on any day of the monthly billing period. Contractor shall acknowledge receipt of order within two (2) hours of order placement and deliver the order according to the parameters set forth in Section 10 of this SOW.

9.6. Orders placed without the use of the Contractor's website or commercial-off-the-shelf product, shall be placed via delivery order using an agreed upon method established by the Contractor and the Government. Orders shall contain at a minimum the following information:

- Date of Order
- Company Name (Contractor)

- Contract number
- VA Facility Name
- VA Facility Purchase Order (PO) number
- Line Item Number (LIN)
- Item Description
- Manufacturer's part number (if applicable)
- Quantity Ordered
- Unit Price
- Total Amount
- Place of Delivery

9.7. Fill/Call: value added option that allows facilities to either have an unfilled order or a portion of an unfilled order either killed (cancelled) or allow the undelivered items to be backordered. Contractor must first call facilities and obtain a decision.

9.8. Fill/Kill: an order or a portion of an order cancelled (killed) due to the non-shipment of products from the Contractor to the customer by the required delivery order date unless the ordering facility has previously approved the delivery of a substitute product.

9.9. Confirmation Content: all unfilled or partially filled purchase order line items from the Contractor shall be listed on the order. Facilities shall be able to print the confirmation. At a minimum, the order confirmation shall include the following information:

• VA Facility Name
• VA Facility Purchase Order Number
• Federal Government Product Contractor Item Number (LIN)
• Manufacturer's part number
• Item Description
• Unit of Purchase
• Quantity Ordered
• Quantity Confirmed and to be delivered
• Status of non-confirmed or backordered line item(s)/Quantities to include their estimated time of arrival
• Note for Pre-approved Product Substitution (yes/no)
• Line Item Unit of Purchase Price
• Line Item Price
• Total Cost of Order
• Identification of Cancelled Gases

9.10. In the event the Contractor is unable to provide the LIN ordered, they may propose a substitute item that is on the contract. The Contractor shall contact the COR or the OO by telephone and give details of the proposed substitution. VA shall evaluate the clinical compliance of the proposed substitution and the COR or OO shall advise the Contractor if it is acceptable or not acceptable. If the proposed substitution is found to be acceptable by VA and is listed on the contract, the OO may authorize the substitution. If the Contractor proposes a substitution with a product that is not listed on the contract, the VA facility shall contact the CO to request a modification to the contract if the CO determines a modification is necessary. In the event the facility cannot wait for the contract to be modified they will proceed with the open market purchase of the approved substitution by Government Purchase Card, or by a Contracting Officer if it exceeds the Micro Purchase Threshold. The substitution shall be in compliance with all federal, state, and local regulations, codes, and standards and shall not in

any way cause detriment of care to VA patient(s). Contractor shall provide training on all substitute items at the request of VA at no additional charge.

9.11. The VA will, at its discretion, be able to place emergency orders to the Contractor. Emergency orders shall be delivered within 24 hours after being placed, including after business hours, on both weekdays and weekends, as needed. Emergency orders will be subject to the emergency delivery LIN on the Schedule of Items.

9.12. An authorized Ordering Officer may place orders that are emergency (delivery within 24 hours) or routine. The Contractor must designate the points of contact i.e., email and/or phone number(s) for emergencies, to which all orders will be sent. The Contractor is required to have the capability to receive, manage, and fulfill manual orders in instances where there are power outages, security breaches, or other electronic systems issues.

9.13. Confirmation of order entry by the Contractor: The Contractor shall respond to the facility by e-mail notification and through their website or commercial-off-the-shelf product, as described in the SOW at 1.2, within twenty-four (24) hours after receipt of order for non-emergency delivery orders. If a delivery order is placed on a Friday, the delivery confirmation shall be the following Monday. If the following Monday falls on a federal holiday, then the delivery confirmation shall be Tuesday (the day following the federal holiday).

9.14. Contractor shall offer training to all designated VA personnel on the use of their ordering system prior to the start of the contract and annually throughout the period of performance. Contractor shall provide operational support for all VA users throughout the term of the contract.

10. DELIVERY REQUIREMENTS

Medical gases are ordered by and delivered to the individual ordering facilities. The following information applies to all deliveries, regardless of the time or day of execution.

10.1. The Contractor is required to provide a legible signed and/or electronic delivery slip/ticket that has been signed and dated by the delivery driver, as well as countersigned by the VA facility representative receiving the delivery. Upon delivery, the delivery driver and VA facility representative will conduct a cylinder count of all cylinders being delivered and all cylinders being picked up. Both cylinder counts will be noted on the delivery slip/ticket or electronic delivery slip with the delivery date and delivery driver ID. The delivery slip shall be signed by both the VA facility representative and delivery driver. A copy of the delivery slip shall be left with the VA facility representative and must be made accessible through the Contractor's website or commercial-off-the-shelf product as described in the SOW at 1.2.

10.1.1. The delivery slip/ticket for GFE must include:

- The number of cylinders at the Contractor's facility prior to delivery
- The number of cylinders being delivered
- The number of cylinders being picked up
- Any discrepancies with the number of cylinders being delivered or picked up with the quantities listed on the delivery order will be identified and documented on the delivery slip of contractor-owned and Government-owned cylinders.

10.1.2. The delivery slip/ticket for Contractor-provided cylinders must include:

- Contract Number, Facility PO Number or Delivery Order number
- Account number for the specific delivery location
- Date of Order
- Date of Delivery
- Line Item Number(s) and/or product identification number(s)
- Quantity of each gas and/or cylinder ordered
- Items ordered and not delivered
- The number and type of cylinders being delivered
- The number and type of cylinders being picked up

10.2. Contractor shall provide access to the scanned copy of the delivery slip to the COR via e-mail and must be made accessible through Contractor's website or commercial-off-the-shelf product, as described in the SOW at 1.2.

10.3. All orders shall be delivered in accordance with the delivery parameters set forth at each location found in "Attachment D.2 – Facility Locations". It is the responsibility of the Contractor to ensure that each facility receives their orders on the specified delivery dates.

10.4. Backorder notification for any affected LIN shall be immediately provided to each facility COR or designated POC when back order is known via telephone, e-mail, and Contractor's website or commercial-off-the-shelf product, as described in the SOW at 1.2. The Contractor must also provide estimated lead time for the medical gas and provide details of the shortage in the marketplace. Each week the back order is not filled, a status update must be provided by the Contractor to the COR or designated POC via e-mail.

10.5. The Government retains the right to investigate the circumstances of a backorder to determine the cause of the backorder.

10.6. The Contractor's cancellation of backorders, or the excessive occurrence of backorders, will be considered a failure to perform and may result in adverse action by the Contracting Officer (CO).

10.7. All medical gas deliveries shall be made in accordance with each state's Department of Transportation (DOT) regulations. Similarly, empty Government-owned cylinders that are picked up from an ordering facility for refill or servicing, shall be transported according to DOT regulations, using normal commercial practices to prevent damage to cylinders.

10.8. Non-emergency delivery of medical gases shall be completed between the hours of 8:00 AM to 4:00 PM local time, Monday through Friday, excluding federal holidays unless otherwise specified in "Attachment D.2 – Facility Locations" for each delivery location.

10.9. Routine orders shall be accepted by the Contractor until 1:00 PM, local facility time, the day before the required delivery day shown on "Attachment D.2 – Facility Locations".

10.10. The prices listed on the Schedule of Items shall be all-inclusive prices. All transportation charges for delivering/picking up cylinders shall be included in the price of the medical gas. Additional charges such as delivery fees, hazardous material fees, fuel surcharges, cylinder

tracking fees, etc., shall NOT be billed to, or collected from, the facilities for orders received under this contract.

10.11. Emergency deliveries shall be delivered within twenty-four (24) hours after being placed, including weekends and Holidays. Emergency status is determined by the Government. Failure of the Contractor to remain current with the agreed delivery schedule and requirements does not represent an “emergency” for the purposes of charging an emergency delivery fee.

11. NATIONAL OR STATE EMERGENCY, DELIVERY REQUIREMENTS

11.1. The Contractor shall provide a written action plan and have protocols in place to ensure compliance with the VA’s requirements under the contract, specifically, in the event of a declared National or State Emergency which may impact the Contractor’s ability to perform. In the event the plan is implemented, the Contractor shall provide notification of the implementation of the action plan and protocols within 48 hours of any declared National or State Emergency to the CO and COR.

12. PRICE OF SERVICES FOR GOVERNMENT-OWNED/CONTRACTOR-PROVIDED CYLINDERS

12.1. Services included in the Price of Medical Gas (both GFE and Contractor-provided cylinders): The Contractor’s price for the gas(es) listed in “Attachment D.1 – Schedule of Items” shall be an all-inclusive price. Prices shall include delivery, taxes, fees, maintenance, storage, tracking, testing of contractor-provided cylinders and all required services needed at each cylinder filling, to comply with applicable regulations and specifications. Such services shall include but are not limited to: tags indicating cylinders as “Full”, “In Use”, or “Empty”, inspection, testing, and evaluation required at each filling; pin-indexing (when required); and attachment of Government-furnished warning tags (when required).

12.2. The Contractor shall ensure all cylinders are clean, free from dirt/rust, and in acceptable use for both inpatient/outpatient Health Care Environments.

13. CYLINDER INVENTORY AUDITS

13.1. The COR or Facility POC will conduct, at a minimum, an annual inventory of Contractor-owned cylinders to reconcile the number of cylinders on hand in comparison to the number of cylinders listed on the rental statement.

13.2. The annual cylinder inventory audits shall occur for each main VA facility, within 60 calendar days after the end of an ordering period (typically one calendar year). A cylinder audit may not be required after the final ordering period, see Section 8.4.1. The Contractor shall provide the signed audit results directly to the CO and the facility personnel. This documentation shall also be available on Contractor’s website or commercial-off-the-shelf product, as described in the SOW at 1.2.

13.3. If the Contractor-provided cylinders have bar codes and the Contractor, or subcontractor, has a system in place for bar code scanning/tracking, then all Contractor-provided cylinders shall be scanned and tracked by the Contractor during the audits. This service shall be done at no additional cost to the Government and this data, in its original form, shall be made available to the VA upon request.

13.4. Cylinder inventory audits, conducted annually, at each of the main VA facilities, generally require a minimum of one day with at least one Contractor representative present while the audit is conducted, however the audit may require more time to complete. The main VA facilities are denoted with an “X” in the column titled “Annual Cylinder Audit Required” on “Attachment D.2 – Facility Locations”.

13.5. Contractor representative(s) must be present until the audit has been completed in its entirety. The COR or facility POC will only sign audits that are completed and mutually agreed upon. Audits may be performed outside of normal business hours if the VA deems it necessary.

13.6. Remote locations with no X in the Annual Cylinder Audit Required column listed in “Attachment D.2 – Facility Locations” shall conduct their own internal audit and submit the results of their annual cylinder inventory audit to the Contractor.

13.7. The Contractor shall calculate LOU quantity for the cylinders and the LOU cost of the cylinders by the cylinder category size as indicated in the corresponding LINs in “Attachment D.1- Schedule of Items”, taking into account both Positive and Negative Variances. The Contractor shall provide the LOU invoice within 15 days of the completion of each cylinder audit via e-mail and the Contractor’s website or commercial-off-the-shelf product, as described in the SOW at 1.2.

13.8. The Contractor shall provide the VA with payment and/or credit, as applicable, for any Positive Variance identified, at the price of the LIN for each cylinder type and quantity.

13.9. The total number of cylinders identified during the inventory audit, including all positive and negative variances, shall serve as the beginning balance for the subsequent monthly rental period immediately following the completion of the cylinder audit.

13.10. Each facility must approve the final amount/number of missing/damaged cylinders (LOU). If discrepancies are identified, the Contractor shall return to the facility at a mutually agreed upon date to redo the audit at the price indicated for the LIN on the “Attachment D.1 - Schedule of Items” for additional audits. If the facility is unable to reschedule within 90 days after the discrepancy is identified, the facility must honor the audit findings.

13.11. The annual audits shall be conducted at no cost to the Government. The Contractor shall coordinate with the VA to schedule the inventory taking at a mutually agreed-upon date and time, which shall be within 60 days after the end of an ordering period. The VA will be responsible for securing access to all relevant areas to facilitate the counting of existing Contractor-provided cylinders at the designated VA facility.

13.12. The COR or designated VA employee will verify that the LOU amounts align with the discrepancies identified between the monthly rental statement closest to the cylinder audit date and the audit itself, and will approve the payment of the LOU invoice. The COR will ensure that the approved LOU invoice is paid in accordance with the Prompt Payment Act. If the VA identifies discrepancies with the invoice prior to payment, they will contest its validity in writing to the Contractor.

14. INVOICES

14.1. No advance payments shall be authorized. Rentals will be paid and invoiced in arrears, on a monthly basis, and in accordance with the Prompt Payment ACT. Invoices shall be submitted both properly and timely. A proper invoice must include:

- Name and address of contractor
- Facility's name and address where supply was delivered
- Invoice date and invoice number
- Contract number and Purchase Order (PO) number
- Contract Line Item Number (LIN)(s)
- Description, quantity, unit of measure, unit price and extended price (total price) of item(s) ordered
- Name and address of authorized official to whom payment is to be sent
- Name, title, phone number, email of person to be notified if invoice is defective

LINs listed on the invoice shall correspond directly to the LINs on the referenced Purchase Order/Delivery Order, and shall match the description, quantity, and pricing of the ordered LINs. Invoices not submitted correctly may be short paid as appropriate or will be rejected until the incorrect information on the invoice is revised in accordance with this section of the SOW, and the invoice is resubmitted for payment.

15. CONTRACTOR PERSONNEL

15.1. The Contractor shall provide specific procedures to follow for all communications for each facility COR and POC(s) in VISN 16. This will facilitate effective communication between the Contractor and the VA in regard to this contract.

15.2. The Contractor employee shall be available regardless of ordering method. No later than 20 days after contract start date, VA shall be provided with a list of liaisons serving the VISNs covered under this contract. The contact list shall include name, title, phone, and email.

15.3. The name of the liaisons shall be designated in writing to the Contracting Officer. The liaisons shall have full authority to act for the Contractor on all matters related to:

- Daily operations of the contract
- Assisting in resolving invoice issues
- Assisting in resolving delivery issues
- Serving as the point of contact for arranging annual cylinder audits

16. CONDUCT OF CONTRACTOR PERSONNEL

16.1. Contractor employees shall conduct themselves in a socially acceptable manner. Loudness, vulgarity, rudeness, or other offensive conduct by a Contractor employee will be grounds for denying the Contractor employee further access to the VA premises.

16.2. Contractor employees must always wear visible identification while on the premises of the VA medical facility, warehouse, CBOC, and other related locations.

17. INFORMATION SHARING

17.1. If the Contractor uses a subcontractor for any services under this contract and the subcontractor tracks any information or data while conducting any services then that information or data shall be shared with the VA in its original form. This information or data includes, but is not limited to, cylinder delivery data, cylinder pick-up data, cylinder on hand quantities for specific VA facilities, and cylinder audit results.

17.2. This information or data shall be shared at any time upon request by the VA.

17.3. If the information or data contains any pricing information, then that information may be redacted.

(END OF SOW)

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment*—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services;

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

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

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

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

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or

relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(End of Clause)

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

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

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

C.2 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 1, 2026 through August 31, 2031.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 50,000;

(2) Any order for a combination of items in excess of 100,000; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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

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

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

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

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

that the Contractor shall not be required to make any deliveries under this contract after August 31, 2031.

(End of Clause)

C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

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

(a) The Contractor shall conform to the standards established by: the United States Pharmacopoeia/National Formulary (USPNF) and the Food and Drug Administration (FDA) as to all medical gas LINs..

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

(c) Offerors may obtain the standards cited in this provision by submitting a request, including the solicitation number, title and number of the publication to: the United States Pharmacopoeia/National Formulary (USPNF)

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

(End of Clause)

C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.9 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

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

(End of Clause)

C.10 VAAR 852.247-71 DELIVERY LOCATION (OCT 2018)

Shipment of deliverable items, other than reports, shall be to:
Department of Veterans Affairs

Various Facilities in VISN 16

(End of Clause)

C.11 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of Clause)

C.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

FAR Number	Title	Date
52.203-6	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 (DEVIATION)	NOV 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION	NOV 2025

	REGARDING RESPONSIBILITY MATTERS (DEVIATION)	
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION)	NOV 2025
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION)	NOV 2025
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (DEVIATION)	NOV 2025
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (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
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (DEVIATION)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.225-1	BUY AMERICAN—SUPPLIES (DEVIATION)	NOV 2025
52.225-5	TRADE AGREEMENTS	NOV 2023
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	NOV 2025
52.245-1	GOVERNMENT PROPERTY ALTERNATE I (APR 2012)	SEP 2021
52.245-9	USE AND CHARGES	APR 2012
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-71	INFORMATION AND INFORMATION SYSTEMS SECURITY	FEB 2023
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.219-70	VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEVIATION)	JAN 2023
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.223-71	SAFETY AND HEALTH	SEP 2019
852.246-71	REJECTED GOODS	OCT 2018

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: Attachment D.1 - Schedule of Items.

See attached document: Attachment D.2 - Facility Locations.

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.

52.212-1 ADDENDUM — QUOTE/PROPOSAL PREPARATION INSTRUCTIONS

A. GENERAL

1. Quotes shall be clear, concise, and include sufficient detail to substantiate compliance with the Statement of Work (SOW). Do not simply restate the SOW; explain how the Offeror will meet each requirement. Nonconformance with these instructions may result in an unfavorable evaluation or a determination of technical unacceptability.

2. Page Limit. **The Technical Quote shall be limited to 40 pages (8½" x 11"), excluding**: Schedule of Items, licenses/permits, user guides, insurance documents, reseller/authorization agreements, and the RFQ form(s). The Government may determine that any quote exceeding the page limit will not be considered.

3. Formatting. Use 12-point Arial font, 1" margins, with page numbers. Fold-outs for charts/tables may be up to 11" x 17".

4. Period for Acceptance. Prices shall remain firm for 120 calendar days from the date specified for receipt of quotes, unless changed by amendment.

5. Assumptions. Quotes shall assume the Government has no prior knowledge of the Offeror's capabilities.

B. SOLICITATION QUESTIONS

Questions will be accepted from the solicitation posting date until 10:00 AM Central Time, April 9, 2026. Submit questions by email to: Andrew.Schoenecker@va.gov and Patrick.Gibbons@va.gov.

C. SUBMISSION OF QUOTES

1. Method. Electronic submission only; faxed quotes will not be accepted. Quotes shall be emailed to: Andrew.Schoenecker@va.gov and Patrick.Gibbons@va.gov.

2. Structure. Submit TWO parts:

- PART 1 – PRICE (one copy)
- PART 2 – TECHNICAL (one copy)

PART 1 – PRICE (SUBMISSION REQUIREMENTS)

1. Complete SF 1449 blocks 12, 17a, 17b, and 30a–30c, and all fill-ins in the Contract Administration Data section. By signing, the Offeror accedes to the solicitation terms and conditions.

2. Enter unit prices for each Line Item Number (LIN) for all five (5) ordering years using "Attachment D.1 – Schedule of Items." Prices shall remain firm for 120 calendar days.

3. Complete the following columns in Attachment D.1:

- Column O – Unit Price
- Column AN – Manufacturer Part Number
- Column BZ – Item Part Number
- Column CH – OEM Name

4. All prices for medical gases shall be per the units requested. Cylinder/tank rental shall be priced as a monthly fee.

5. Prices shall be ALL-INCLUSIVE (include delivery/pickup, taxes/fees, maintenance, storage, tracking, testing, and all services required to meet the SOW). No separate charges (e.g., delivery, hazardous materials, fuel surcharges, cylinder tracking) are allowed.

6. Acknowledge all solicitation amendments; return signed amendments with the original solicitation documents, signed by the same official authorized to sign the SF 1449.

PART 2 – TECHNICAL (SUBMISSION REQUIREMENTS)

Organize the Technical Quote into the following SECTIONS and in the order shown:

SECTION 1 – COVER LETTER (max 2 pages)
Provide the Offeror's legal name and address and identify the individual authorized to legally bind the Offeror; include name, title, email, and telephone number.

SECTION 2 – TABLE OF CONTENTS
Provide a detailed TOC with page numbers.

SECTION 3 – SYSTEM FOR AWARD MANAGEMENT (SAM)
Provide proof of active SAM registration. Failure to provide proof of active registration may result in a finding of technical unacceptability.

SECTION 4 – NARRATIVE RESPONSE TO TECHNICAL FACTORS (LPTA)
Quotes shall address the Technical Factor and Subfactors below. The Government will evaluate each subfactor on an Acceptable/Unacceptable basis. To be Technically Acceptable, the Offeror must meet all requirements of the SOW and submit the evidence specified for each subfactor.

SUBFACTOR 1: Contractor Website or COTS Capability (SOW §1.2)

Provide a recorded demonstration (video or annotated screenshots), a working URL, and/or controlled demo access showing all required functions:

- Place orders; view POD/delivery tickets; access cylinder audit results/forms;
- Access current/past cylinder balances; view current/past rental summaries;
- Access paid/unpaid invoices;
- Internet-accessible and does NOT interface with VA information systems;
- Initial setup, training plan, and ongoing technical support.

SUBFACTOR 2: Licensing, Permits/Registrations, and Reseller Authorization (SOW §2)

a) If the Offeror is the medical gas manufacturer: Provide current FDA/state licenses, permits, certifications, and registrations covering all performance states.

b) If the Offeror is not the manufacturer: Identify all medical gas manufacturer(s) and provide their current FDA/state licenses/registrations for performance states.

c) If not the manufacturer: Provide either (i) a draft agreement that will become the signed agreement, or (ii) a signed reseller authorization between the Offeror and manufacturer affirmatively demonstrating authorization to resell the manufacturer's medical gases and rent cylinders to the VA under this contract. The reseller agreement shall:

- Exclusively reference contract number 36C77626D0016;
- If submitting a signed resellers authorization, be less than one year old on the date of award; and
- Authorize resale and cylinder rental to VA in all performance states.

NOTE: Upon award, the original draft becomes binding once signed; provide the finalized reseller agreement to the CO within ten (10) calendar days after award.

SUBFACTOR 3: Delivery Management Plan (Routine) (SOW §§9–10)

Describe how the Offeror will meet ordering and delivery requirements, including:

- Acceptance of orders from COs/OOs only; two-hour acknowledgement of receipt;
- Routine cut-off times, scheduled delivery windows (8:00 AM–4:00 PM local, Mon–Fri, excluding federal holidays unless otherwise specified in Attachment D.2);
- Delivery confirmation via legible signed/electronic delivery slip/ticket, with dual counts for delivered/picked-up cylinders and PODs made accessible via portal/COTS;
- Backorder notifications and weekly status updates;
- All-inclusive pricing (no separate surcharges).

SUBFACTOR 4: Emergency Delivery Capability (SOW §10.11)

Demonstrate the ability to deliver emergency orders within 24 hours, including after hours/weekends/holidays; identify points of contact and escalation processes.

(If requested, Offeror shall perform a live demo within three (3) business days of Government notice.)

SUBFACTOR 5: Cylinder Inventory Audits & LOU Methodology (SOW §13)

Describe the Offeror's annual audit participation, barcode scanning data availability, LOU quantity and cost calculation (including positive/negative variances), timing of LOU invoicing, credits for positive variance, and reconciliation/approval procedures with each facility.

SUBFACTOR 6: Personnel, Conduct, and Data Sharing (SOW §§15–17)

Provide:

- VISN-level liaison list (name/title/phone/email) and authorities;
- On-premises identification and conduct policies for delivery staff;
- Commitment to share original-form data (delivery/pickup counts, on-hand quantities, audit results), including subcontractor data (pricing may be redacted).

SECTION 5 – SOW COMPLIANCE MATRIX
Provide a one-page (or more) matrix mapping each SOW paragraph to the proposal page(s) where compliance is demonstrated. Columns: (1) SOW §/para, (2) Quote page reference(s), (3) Compliance statement.

SECTION 6 – REQUIRED SUPPORTING DOCUMENTS
Include, as applicable:

- Current FDA/state licenses/registrations (Offeror and/or manufacturer[s]);
- ACORD Certificate of Liability Insurance ($1,000,000 per occurrence) or commitment to furnish at award and annually thereafter;
- Reseller/authorization agreement(s) per Subfactor 2;
- Any user guides/manuals referenced in the portal/COTS demo.
- Buy American Certificate (reference RFO 52.225-2)
- Trade Agreements Certificate (reference RFO 52.225-6)

D. TECHNICAL ACCEPTABILITY STANDARD (LPTA)

The Government will evaluate quotes on a Lowest Price Technically Acceptable basis. A quote is Technically Acceptable only if it demonstrates compliance with EVERY Technical Factor above and with ALL material requirements of the SOW. Failure to meet any requirement will result in a rating of Technically Unacceptable.

E. INCORPORATION BY REFERENCE OF FAR 52.212-1

All other terms of FAR 52.212-1 remain applicable, including submission content (technical description, price, warranties, past performance when applicable), acknowledgment of amendments, and other administrative instructions.

(End of Provision)

E.2 52.201-1 ACQUISITION 360: VOLUNTARY SURVEY (SEP 2023)

(a) All actual and potential offerors are encouraged to provide feedback on the preaward and debriefing processes, as applicable. Feedback may be provided to agencies up to 45 days after award. The feedback is anonymous, unless the participant self-identifies in the survey. Actual and potential offerors can participate in the survey by selecting the following link: *https://www.acquisition.gov/360*.

(b) The Contracting Officer will not review the information provided until after contract award and will not consider it in the award decision. The survey is voluntary and does not convey any protections, rights, or grounds for protest. It creates a way for actual and potential offerors to provide the Government constructive feedback about the preaward and debriefing processes, as applicable, used for a specific acquisition.

(End of Provision)

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025) (DEVIATION)

(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.4 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

E.5 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.6 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.7 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)

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

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

Other End Products

Line item No.	Country of origin

[List as necessary]

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

(End of Provision)

E.8 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:

Andrew Schoenecker

Contracting Officer
Hand-Carried Address:

Same as mailing address

Mailing Address:

Department of Veterans Affairs

Program Contracting Activity Central
6150 Oak Tree Blvd
Suite 490
Independence OH 44131

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.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)

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/browse/index/far
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 AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019

E.12 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (SEP 2025)(DEVIATION)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if–

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It □ is □ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 □ a full exemption, or □ partial or no exemption [*Offeror must select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of Provision)

FAR Number	Title	Date
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Addendum to 52.212-1)

E.13 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

ADDENDUM 52.212-2 Evaluation—Commercial Products and Commercial Services (Nov 2021)

(a) Basis of Award

Basis for Award. The Government will award a single award Indefinite Delivery, Indefinite Quantity Contract resulting from this solicitation to the responsible quoter whose quotation conforming to the solicitation is the lowest-price technically acceptable quote. To receive consideration for award, a rating of acceptable shall be achieved for the Technical Factor. The following factors shall be used to evaluate quotations:

1) Price
2) Technical

All Quoters are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government may first evaluate the total proposed price of all Quotes. Thereafter, the Government will evaluate the technical quote of the lowest priced Quoter only. If the lowest priced Quoter's technical quote is determined to be rated as Acceptable, the Government may make award to that Quoter without further evaluation of the remaining Quoters' technical quotes. If the lowest priced Quoter's technical quote is determined to be rated as Unacceptable, then the Government may evaluate the next lowest priced technical quote, and so forth and so on, until the Government reaches the lowest priced technical quote that is determined to be rated as Acceptable. However, the Government reserves the right to evaluate all Quoters' technical quotes should it desire to conduct discussions or otherwise determine it to be in the Government's best interest. Quotations will be evaluated strictly in accordance with its written content. Quotes which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Quoters who fail to meet the minimum requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

A written notice of award or acceptance of a quote, mailed or otherwise furnished to the successful Quoter within the time for acceptance specified in the quotation, shall result in a binding contract without further action by either party. Before the quotation's specified expiration time, the Government may accept a quotation (or part of), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

1) Price: Attachment D.1, the Schedule of Items, identifies the estimated quantities for this RFQ. The Government will evaluate the Quoter's prices by multiplying the estimated quantity for each line item by the unit price identified for each line item. All amounts will then be added together, and the total evaluated price will be that sum. Award will be made on the basis of the lowest evaluated price of quotes meeting the acceptability standards for non-price factors. If the lowest-price Quote is found to be incomplete, or is evaluated as unacceptable, the agency will then consider the acceptability of the next lowest-priced Quote, continuing this process as necessary.

The Quoter's quote should contain the best terms from a price standpoint. Incomplete proposed prices may be grounds for eliminating a Quote from consideration on the basis that either the Quoter does not understand the requirement, or the Quoter has made an incomplete quote. Quoters shall provide pricing as requested in Attachment D.1 – Schedule of Items, to include current pricing information and maximum discounts before award, in accordance with FAR 12.203 – Evaluation.

(a) The Quote shall contain the Quoter's best terms from a price standpoint. Pricing will be evaluated for price reasonableness.

(b) The price will be evaluated based on the total contract price quoted. Quotes for each individual LIN will not be compared among Quotes and will not be the basis of evaluation.

(c) The price will be evaluated based upon the total price quoted and must also be determined to be fair and reasonable.

2) Technical: The Government will evaluate the technical quote of the lowest-priced Quoter first to determine whether it meets the minimum technical requirements of the solicitation. The evaluation will be conducted on an **Acceptable/Unacceptable** basis. Quotes must include all information required under the Instructions to Quoters section; incomplete or missing technical information will result in an Unacceptable rating.

The technical evaluation will determine whether the quote demonstrates that the Quoter can fully and satisfactorily meet all requirements of the Statement of Work (SOW) and the specific technical elements identified in the solicitation. The Government will evaluate the following six (6) areas:

SUBFACTOR 1: Contractor Website or COTS Capability (SOW §1.2)

SUBFACTOR 2: Licensing, Permits/Registrations, and Reseller Authorization (SOW §2)

SUBFACTOR 3: Delivery Management Plan (Routine) (Routine) (SOW §§9–10)

SUBFACTOR 4: Emergency Delivery Capability (SOW §10.11)

SUBFACTOR 5: Cylinder Inventory Audits & LOU Methodology (SOW §13)

SUBFACTOR 6: Personnel, Conduct, and Data Sharing (SOW §§15–17)

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