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

1. REQUISITION NO. 765-26-2-715-0040

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C77026Q0112

6. SOLICITATION ISSUE DATE: 04-14-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Jennifer Coleman

b. TELEPHONE NO. (No Collect Calls): 913-758-9934

8. OFFER DUE DATE/LOCAL TIME: 07-08-2026 3PM CDT

9. ISSUED BY CODE 36C770

Department of Veterans Affairs
NCO 15 Contracting Ofc - CMOP
3450 S. 4th St. Trafficway

Leavenworth KS 66048-5012

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: 325412

SIZE STANDARD: 1300 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING: N/A

14. METHOD OF SOLICITATION

[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE 36C765

Department of Veterans Affairs
VA CMOP Hines (EPS)

5000 S. 5th Ave, Bldg. 37 Dock #14
Hines IL 60141-5000

16. ADMINISTERED BY CODE 36C770

Department of Veterans Affairs
NCO 15 Contracting Ofc - CMOP
3450 S. 4th St. Trafficway

Leavenworth KS 66048-5012

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE _____

Department of Veterans Affairs
FSC
PO Box 149971
Austin TX 78714-8971

PHONE: FAX:

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

[ ] SEE ADDENDUM

See CONTINUATION Page

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	1 Line Item Pharmaceutical requirement for Hines EPS CMOP Solicitation packages - email Jennifer.Coleman4@va.gov Schedule of items must be returned in excel format, attached Please see Section B regarding details for delivery of this procurement. Quotes shall be deemed non-complaint if all items are not received. Solicitation packages shall include: 1. RFQ cover page SF 1449, signed. 2. Pricing Schedule excel quote spreadsheet. 3. State wholesale distributor license, valid & unexpired. 4. TAA Certificate Section E.3 completed and returned.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

See CONTINUATION Page

25. ACCOUNTING AND APPROPRIATION DATA
765-3660160-715-822400-2632 SPR0H00A7

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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Kelley Cunningham

31c. DATE SIGNED

Table of Contents

SECTION A **1**

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 1

SECTION B - CONTINUATION OF SF 1449 BLOCKS **3**

B.1 CONTRACT ADMINISTRATION DATA 3
B.2 PHARMACEUTICAL STATEMENT OF REQUIREMENTS 4
B.3 PRICE/COST SCHEDULE 11
ITEM INFORMATION 11
B.4 DELIVERY SCHEDULE 12

SECTION C - CONTRACT CLAUSES **14**

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) 14
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 19
C.3 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020) 21

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS **22**

SECTION E - SOLICITATION PROVISIONS **23**

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) 23
E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 27
E.3 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021) 28
E.4 52.233-2 SERVICE OF PROTEST (SEP 2006) 28
E.5 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) 29

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 36C770 Kelley Cunningham
Department of Veterans Affairs
NCO 15 Contracting Ofc - CMOP
3450 S. 4th St. Trafficway
Leavenworth KS 66048-5012

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] UPON FINAL ACCEPTANCE

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

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

AMENDMENT NO	DATE

B.2 PHARMACEUTICAL STATEMENT OF REQUIREMENTS

VA FORM 2237 # 765-26-1-715-0040

This Veterans Health Administration (VHA) directive establishes policy for national and local emergency pharmacy caches comprised of life-saving pharmaceuticals and medical supplies for use in response to catastrophic public health emergencies. These caches are known as Department of Veterans Affairs (VA) All-Hazards Emergency Caches (AHEC). Veterans Integrated Service Network (VISN) or VA medical facility supplies used for emergency operations related to manmade disasters or emergencies and natural disasters (e.g., floods, hurricanes, earthquakes) are covered under this directive.

I. DELIVERY TERMS

1. The Government reserves the right to cancel any quantities NOT delivered on or before the required date as specified in solicitation and purchase order.

2. All products supplied under this contract must be shippable by the United States Postal Service (USPS) unless specifically identified otherwise by the vendor and accepted by the Contracting Officer. Failure of the vendor to notify the Contracting Officer of the non-shippable status of a product (usually due to flammability) will result in cancellation or return of the product at the offeror's expense. "Shippable" means the product must be able to be shipped by the USPS when the Emergency Pharmacy Services (EPS) issues it to a patient. It DOES NOT mean that the product supplier must ship the product to the EPS via USPS. The most cost effective method of shipping should be used for initial delivery to the EPS.

3. For reconciliation purposes, all shipments must reference the original VA obligation number (i.e., 770A712345) even if purchased product is from another partnered company. This obligation number is referenced by CMOP/EPS receiving facility to verify receipt of items, and by the VA Fiscal Service Center to pay invoices submitted by vendor.

4. Deliveries are to be coordinated by shipper with Hines Emergency Pharmacy Service (EPS) point of contract, Rachel Joseph, Pharm D. to ensure deliveries occur within operational hours. Dock hours of operation: Monday to Friday, 7:00am to 2:00pm Local time.

5. No substitution is authorized unless otherwise approved by Contracting Officer and Hines Emergency Pharmacy Service (EPS)

6. The contractor is to email tracking information to points of contact listed on Delivery Schedule in Section B of the solicitation and purchase order upon shipment of products. Rachel.Joseph@va.gov. The vendor will submit documentation pertaining to the delivery of product to the POC. Vendor to submit tracking information to the assigned POC prior to shipping. Hines EPS will be the final recipient of product and will notify Contracting Officer and/or POC if product is "unacceptable". Vendor to work with Contracting Officer, POC for an appropriate resolution to "unacceptable" product within an agreed upon timeframe. If vendor is unable to met scheduled delivery date, vendor must communicate delays to the POC immediately. If delays

are unacceptable, the Contracting Officer will be notified for immediate resolution. Hines EPS point of contact is Rachel Joseph, Pharm D.

II. ADDITIONAL TERMS PROPOSED BY CONTRACTOR:

1. Any alternate National Drug Codes (NDCs) that vendors wish to quote shall be listed on the attached quote spreadsheet (where applicable).

2. Acceptance prior to purchase order of any vendor quoted NDC or Universal Product Code (UPC) shall be contingent on Hines EPS approval.

3. If a line item indicates more than one NDC/UPC, vendor SHALL specify which NDC/UPC is used when quoting. If offering an alternate, vendor MUST indicate proposed alternate on the attached quote spreadsheet in the column titled "ALTERNATE NDC (PKG SZ)" and indicate bottle size in parentheses (i.e., 500 CT). ALL OFFERS SHALL BE SUBMITTED ON THE ATTACHED QUOTE SPREADSHEET.

4. If the pre-approved alternate NDC is provided by the vendor, and if the unit size is different from the original unit requested, then the vendor must also adjust the final quantity accordingly. For example: Solicitation is for 100 quantities of 1000 CT bottles. Vendor submits quote for 500 CT. Quantity would need to be changed to 200.

5. The quoted alternate terms or conditions shall be reviewed by the Contracting Officer and, if accepted, shall be included in the resulting purchase order. Alternate terms and conditions quoted elsewhere will not be considered, and will not be included in any resultant purchase order.

III. BAR CODING

1. All pharmaceutical products provided under the resulting purchase order shall include bar code labeling at the unit-of-use package level. The bar code labeling must be in a linear format that conforms to all GS1-128 (formerly EAN.UCC) or Health Industry Business Communication Council (HIBCC), Health Industry Bar Code (HIBC) supplier labeling standards. The bar code symbology must comply with all GSI or HIBCC parameters including, but not limited to symbology type or encoded pattern, bar and space dimensions and tolerances, and allowable ratio of wide to narrow elements.

2. The bar code may be any linear bar code symbology, such as GS1-128 (formerly EAN.UCC), GS1 Data Bar (formerly RSS), or Universal Product Code (if the UPC contains the National Drug Code or NDC). The bar code must encode the NDC, either alone or within the GS1 data structure (Global Trade Item Number (GTIN)).

3. The bar code printing must be American National Standards Institute (ANSI)/International Organization for Standardization (ISO)/IEC Quality Grade C or better. Manufacturers and packagers must ensure that production runs include an initial verification check, as well as routine audits, to ensure the bar code is printed clearly and consistently to meet the quality standard of Grade C or better.

Contractors shall be responsible for ensuring that bar code labels meet the quality requirements specified in this section prior to shipping pharmaceutical products to any authorized ordering activity under this contract.

4. The bar code must be on the outside container or wrapper of the medication as well as on the immediate container, unless the bar code is readily visible and machine-readable through the outside container or wrapper. When the bar code is not easily machine-readable through the overwrap, the overwrap must contain the bar code.

5. The bar code must go on each cell of a blister pack. Furthermore, the bar code must remain intact under normal conditions of use; thus, it must not be printed across the perforations of a blister pack.

6. When applicable to the symbology used, bar codes shall be surrounded by sufficient quiet zone so that the bar code can be scanned correctly. Bar code placement shall minimize curvature of the bar code. For example, bar codes should be placed in "ladder orientation" on vials or bottles to minimize curvature of the bar code. Bar code labeling shall not be placed solely on outer packaging.

7. It is recommended that bar code labeling also include the lot number and expiration date. If two separate distinctive bar codes are used, one for NDC and the other for lot number/expiration date, the lot number and expiration date bar code must not be in close proximity to the NDC barcode or in a format that may be confused with the NDC bar code. When applicable, all Healthcare Distribution Management Association (HDMA) guidelines shall be followed.

IV. THERAPEUTIC EQUIVALENCE

Only products that have received, under the Federal Food, Drug and Cosmetic Act (FFDCA), a therapeutic equivalence code of "A" by the Food and Drug Administration (FDA) will be considered, unless all drugs in the family group are "B" rated. In that case, no purchase order will be made other than to the innovator unless the non-innovator offeror submits acceptable data demonstrating bioequivalence.

V. RECALLS -- THIS IS FOR FSS ONLY

1. If a drug recall is initiated for any drug provided under the resulting purchase order, regardless of whether it is a voluntary recall by the manufacturer or a recall required by FDA, or, if FDA withdraws their approval to manufacture any drug that is included on this purchase order, the following action shall immediately be taken by the vendor:

2. Forward two (2) copies of the recall notification along with any pertinent information to:

   1) Chief, Pharmaceutical Federal Supply Schedule Service (003A4B)
      VA National Acquisition Center
      P.O Box 76
      Hines, IL 60141
      Fax number: (708) 786-4974

2) Deputy Chief Consultant (M/S119D)
VHA Pharmacy Benefits Management Services
1st Ave., 1 Block North of Cermak Rd., Bldg. 37, Rm 139
Hines, IL 60141
Fax number: (708) 786-7894

3) Manager, Product Recall Office
National Center for Patient Safety
Veterans Health Administration
24 Frank Lloyd Wright Drive, Lobby M
Ann Arbor, MI 48106
VHANCPSRecallsNotification@va.gov
Phone Number: (734) 930-5865

4) All authorized ordering activities that were sent shipments of the affected product(s).

5) All FSS ordering activities that were sent shipments of the affected product(s).

VI. RECALLS -- THIS IS FOR OPEN MARKET ONLY

1. If a drug recall is initiated for any drug provided under the resultant purchase order, regardless of whether it is a voluntary recall by the manufacturer or a recall required by FDA, or, if FDA withdraws their approval to manufacture any drug that is included on the resultant purchase order, the following action shall immediately be taken by the vendor:

2. Forward two (2) copies of the recall notification along with any pertinent information to:

1) Director, CMOP Acquisitions
Veterans Health Administration
Network Contracting Office (NCO15)
3450 South 4th Street
Leavenworth, KS 66048-5012
Fax Number: (913) 684-0179

2) Deputy Chief Consultant (M/S119D)
VHA Pharmacy Benefits Management Services
1st Ave., 1 Block North of Cermak Rd., Bldg. 37, Rm 139
Hines, IL 60141
Fax Number: (708) 786-7894

3) Manager, Product Recall Office
National Center for Patient Safety
Veterans Health Administration
24 Frank Lloyd Wright Drive, Lobby M
Ann Arbor, MI 48106
VHANCPSRecallsNotification@va.gov
Phone Number: (734) 930-5865

4) CMOP address shown in Block 15 of the Standard Form (SF) 1449 of the resultant purchase order.

VII. NATIONAL DRUG CODES

Offerors shall provide a separate and distinct eleven-digit National Drug Code (NDC) number (e.g., 00012-3456-78) for each product proposed on the attached quote spreadsheet of the solicitation. Quotes that fail to provide the information required by this section by the solicitation closing date shall be rejected and shall receive no further consideration.

VIII. FIRM COMMITMENT OF PRODUCT AVAILABILITY AND PRICE

Just prior to purchase order, usually 24-hours, the Offeror shall be required to provide a firm commitment of availability and price. This commitment may be in the form of an email certifying availability or other document illustrating or showing availability.

IX. OTHER REQUIREMENTS

1. Any package size ordered below 500 count is considered to be for Unit of Use issue and requires a Safety/Child Proof cap.

2. The expiration dates of the pharmaceutical(s) shall be no less than 16-18 months from date of delivery.

3. Substitutions of pack sizes must be approved in writing by the Contracting Officer prior to shipment

4. Any change that deviates from the specific item requested must be approved by the Contracting Officer in writing. For example, the replacement of capsules for tablets or suspended action for extended release items will require approval prior to shipment.

5. Partial deliveries of product must be approved in writing by the Contracting Officer prior to shipment

6. Minimal lot numbers of product is required; no more than three (3) lot numbers will be allowed.

7. It is incumbent upon the vendor to initiate any actions requiring the approval of the Contracting Officer. Failure to obtain Contracting Officer approvals may result in termination of purchase order in accordance with Federal Acquisition Regulation (FAR) clause 52.212-4 (Contract Terms and Conditions – Commercial Items) as specified in solicitation and purchase order.

8. All shipments shall come with a packing slip identifying Vendor name/address, VA Purchase Order Number (i.e., VA770-17-P-1234), VA Obligation Number (i.e., 770A12345), NDC, PRODUCTS, and LINE ITEM NUMBERS from the purchase order document. Documentation shall include Vendor's point of contact for reporting noted discrepancies, damages, or incorrect product. Invoice price must match purchase order price. Failure to supply this information may cause a delay with payment or rejection of the product if the order information is not readily apparent.

9. All like products shall be packaged and shipped together. Breakable items shall be packaged appropriately with blister pack or bubble wrap. Requirements meeting case pack size will be shipped in the original manufactures packaging. Quantities less than case size may be shipped in repack boxes but must be clearly marked as repacks

10. Vendor shall provide a return authorization and pickup for any damaged products or incorrect products received within one (1) week of request.

11. Vendor to provide base plus 4 option years with quotes. Option year not to exceed 3% yearly increase

For Awarded Vendor(s) Only to Complete

X. DRUG SUPPLY CHAIN SECURITY ACT COMPLIANCE

THIS APPLIES TO PRESCRIPTION PHARMACEUTICALS PROCUREMENTS ONLY

www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/DrugSupplyChainSecurityAct/default.htm

As of January 1, 2015, all suppliers of prescription drug products (i.e., products which have been approved and which may be dispensed only by prescription under section 503(b) of the FDCA), must comply with the provisions of **The Drug Supply Chain Security Act (DSCSA)**, and all trading partners must be authorized as defined by this act..

The documentation must be provided with the product or prior to receipt and documentation must comply with the DSCSA. The documentation can be paper-based or electronic (i.e., Electronic Data Interchange [EDI], Electronic Product Code Information Services [EPCIS] or Abstract Syntax Notation [ASN] file format) to meet the requirements of the DSCSA.

The **TH** (Transaction History), **TI** (Transaction Information) And **TS** (Transaction Statement)

may be submitted by e-mail to the following group or groups as appropriate:

☒ Rachel.Joseph@va.gov (Hines EPS)

The documentation required is as follows:

Transaction History (TH)
A paper or electronic statement shall include the transaction information for each prior transaction for the subject product going back to the manufacturer of the product.

Transaction Information (TI)
A paper or electronic document containing:
1. the proprietary or established name or names of the product;

2. the strength and dosage form of the product as stated on the manufacturers label
3. the National Drug Code number of the product;
4. the container size;
5. the number of containers;
6. the lot number of the product;
7. the date of the transaction;
8. the date of the shipment, if more than 24 hours after the date of the transaction;
9. the business name and address of the person from whom ownership is being transferred; and
10. the business name and address of the person to whom ownership is being transferred.

Transaction Statement (TS)

A paper or electronic document stating that the entity transferring ownership in a transaction:

1. is authorized as required under the Drug Supply Chain Security Act;
2. received the product from source that is authorized as required under the Drug Supply Chain Security Act;
3. received transaction information and a transaction statement from the prior owner of the product, as required under section 582;
4. did not knowingly ship a suspect or illegitimate product;
5. had systems and processes in place to comply with verification requirements under Section 582;
6. did not knowingly provide false transaction information; and
7. did not knowingly alter the transaction history.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE - CIPROFLOXACIN 400 MG/200ML-D5W NDC: 25021-0114-87 NOTE: 24 BAGS PER CARTON/BOX / 16-18 MTH EXP. DATE. Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 325412 - Pharmaceutical Preparation Manufacturing PRODUCT/SERVICE CODE: 6505 - Drugs and Biologicals MANUFACTURER PART NUMBER (MPN): NONE NATIONAL STOCK NUMBER: 25021-0114-87 LOCAL STOCK NUMBER: 25021-0114-87	3,062.00	BX	_____	_____
1001	OY1 - CIPROFLOXACIN 400 MG/200ML-D5W NDC: 25021-0114-87 NOTE: 24 BAGS PER CARTON/BOX / 16-18 MTH EXP. DATE. Contract Period: Option 1 POP Begin: POP End: PRINCIPAL NAICS CODE: 325412 - Pharmaceutical Preparation Manufacturing PRODUCT/SERVICE CODE: 6505 - Drugs and Biologicals MANUFACTURER PART NUMBER (MPN): NONE NATIONAL STOCK NUMBER: 25021-0114-87 LOCAL STOCK NUMBER: 25021-0114-87	3,062.00	BX	_____	_____
2001	OY2 - CIPROFLOXACIN 400 MG/200ML-D5W NDC: 25021-0114-87 NOTE: 24 BAGS PER CARTON/BOX / 16-18 MTH EXP. DATE. Contract Period: Option 2 POP Begin: POP End: PRINCIPAL NAICS CODE: 325412 - Pharmaceutical Preparation Manufacturing PRODUCT/SERVICE CODE: 6505 - Drugs and Biologicals MANUFACTURER PART NUMBER (MPN): NONE NATIONAL STOCK NUMBER: 25021-0114-87 LOCAL STOCK NUMBER: 25021-0114-87	3,062.00	BX	_____	_____
3001	OY3 - CIPROFLOXACIN 400 MG/200ML-D5W NDC: 25021-0114-87 NOTE: 24 BAGS PER CARTON/BOX / 16-18 MTH EXP. DATE.	3,062.00	BX	_____	_____

	Contract Period: Option 3 POP Begin: POP End: PRINCIPAL NAICS CODE: 325412 - Pharmaceutical Preparation Manufacturing PRODUCT/SERVICE CODE: 6505 - Drugs and Biologicals MANUFACTURER PART NUMBER (MPN): NONE NATIONAL STOCK NUMBER: 25021-0114-87 LOCAL STOCK NUMBER: 25021-0114-87			
4001	OY4 - CIPROFLOXACIN 400 MG/200ML-D5W NDC: 25021-0114-87 NOTE: 24 BAGS PER CARTON/BOX / 16-18 MTH EXP. DATE. Contract Period: Option 4 POP Begin: POP End: PRINCIPAL NAICS CODE: 325412 - Pharmaceutical Preparation Manufacturing PRODUCT/SERVICE CODE: 6505 - Drugs and Biologicals MANUFACTURER PART NUMBER (MPN): NONE NATIONAL STOCK NUMBER: 25021-0114-87 LOCAL STOCK NUMBER: 25021-0114-87	3,062.00	BX	_____ _____
			GRAND TOTAL	_____

B.4 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001	SHIP TO:	Dept. of Veteran Affairs Emergency Pharmacy Services, GREAT LAKES CMOP 5000 S. 5th Ave, Bldg. 37 Dock #14 Hines, IL 60141 5000 USA	3,062.00	TBD
	FOB:	DESTINATION		
1001	SHIP TO:	Dept. of Veteran Affairs Emergency Pharmacy Services, GREAT LAKES CMOP 5000 S. 5th Ave, Bldg. 37 Dock #14 Hines, IL 60141 5000 USA	3,062.00	TBD

	FOB:	DESTINATION		
2001	SHIP TO:	Dept. of Veteran Affairs Emergency Pharmacy Services, GREAT LAKES CMOP 5000 S. 5th Ave, Bldg. 37 Dock #14 Hines, IL 60141 5000 USA	3,062.00	TBD
	FOB:	DESTINATION		
3001	SHIP TO:	Dept. of Veteran Affairs Emergency Pharmacy Services, GREAT LAKES CMOP 5000 S. 5th Ave, Bldg. 37 Dock #14 Hines, IL 60141 5000 USA	3,062.00	TBD
	FOB:	DESTINATION		
4001	SHIP TO:	Dept. of Veteran Affairs Emergency Pharmacy Services, GREAT LAKES CMOP 5000 S. 5th Ave, Bldg. 37 Dock #14 Hines, IL 60141 5000 USA	3,062.00	TBD
	FOB:	DESTINATION		

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to

comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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

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

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

C.2 52.252-2 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	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.217-7	OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM	MAR 1989
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS	APR 2026
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.225-5	TRADE AGREEMENTS	NOV 2023
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION)	NOV 2025
52.244-6DEV	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2025
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.246-71	REJECTED GOODS	OCT 2018

C.3 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)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: S02 - Pric. Schedule Q0112 - EPS CIPRO.

SECTION E - SOLICITATION PROVISIONS

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

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) [Reserved]

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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

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

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

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	JUN 1988
52.225-18	PLACE OF MANUFACTURE	AUG 2018
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

E.3 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)

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

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

Other End Products

Line item No.	Country of origin

[List as necessary]

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

(End of Provision)

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

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

Hand-Carried Address:

NCO 15 Contracting
CMOP Acquisitions
3450 S. 4th St. Trafficway
Leavenworth KS 66048

Mailing Address:

NCO 15 Contracting
CMOP Acquisitions
3450 S. 4th St. Trafficway
Leavenworth KS 66048

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

(End of Provision)

(End of Addendum to 52.212-1)

E.5 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

DELIVERY

PAST PERFORMANCE

PRICE

TECHNICAL

Evaluation Approach. The Government will evaluate quotations using the comparative evaluation process outlined in Revolutionary FAR Overhaul (RFO) Part 12.203, where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation, but is not required to do so. Each response must meet the minimum requirements of the solicitation or shall be deemed non-compliant.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of Provision)