

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.
675-16-1-2283-0007

PAGE 1 OF 33

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA248-15-Q-1980	6. SOLICITATION ISSUE DATE 09-02-2015
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME JOSEPH BOUDREAU	b. TELEPHONE NO. (No Collect Calls) 407-646-4236	8. OFFER DUE DATE/LOCAL TIME 09-09-2015 11:00 AM EST
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9. ISSUED BY Department of Veterans Affairs Orlando VA Medical Center 13800 Veterans Way Orlando FL 32827	CODE	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 325120 SIZE STANDARD: 1000 Employees
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO Department of Veterans Affairs Orlando VA Medical Center 13800 Veterans Way Orlando Fl 32827	CODE	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Activity 8 (NCO 8) Orlando VA Medical Center 13800 Veterans Way Orlando FL 32827	CODE 00675
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17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____ <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971 PHONE: _____ FAX: _____	CODE
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18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
See CONTINUATION Page					
(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)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input type="checkbox"/> 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00248

Department of Veterans Affairs

Orlando VA Medical Center

13800 Veterans Way

Orlando FL 32827

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

52.232-34, Payment by Electronic Funds Transfer—Other Than 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 Monthly

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

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE
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1. STATEMENT OF WORK

1.1 This procurement is to establish a committed source of supply of medical-grade liquid bulk oxygen for the Orlando Veterans Affairs Medical Center’s (OVAMC) two facilities (13800 Veterans Way, Orlando, FL 32827 and 5201 Raymond St, Orlando, FL 32803).

1.2 Contractor submitting an offer as a manufacturer of medical oxygen must provide Food and Drug Administration Labeler Code and FDA Federal Establishment Identification number. Distributors of medical oxygen must provide a Medical Gas Wholesaler Permit number. Contractor shall operate in compliance with applicable Federal, state, and local regulations.

1.3 The Government facility does own its own bulk oxygen tanks; the contractor shall also provide a contractor-owned tank with an appropriate back-up system (i.e. reserve tank or cylinder bank). Specifications are listed in the solicitation schedule.

1.4 The quantities shown in the solicitation schedule are estimates of the facility's annual requirements. There is no expressed or implied guarantee that these quantities will be purchased. The base contract period for all contracts awarded under this solicitation will be October 1, 2015 or date of award, whichever is earlier for the base period. Please note that contracts that include the installation of contractor-owned equipment will include a 30 day transition period at the beginning and end of the contract period (reference paragraph 5.1). The contract award under the solicitation will include Four (4) one-year option periods which may be exercised by the Government as per Federal Acquisition Regulation (FAR) 52.217-9 (Option to Extend The Term of The Contract [Mar 2000]) and FAR 52.232-19 (Availability of Fund For the Next Fiscal Year [Apr 1984]).

1.5 A Contracting Officer Representative (COR) is responsible for local contract administration issues such as ordering and providing specific delivery instructions. A letter of delegation that outlines the COTR's specific responsibilities will be provided to the contractor and COR at the time of contract award. Within 15 days after notification of contract award, the contractor shall meet with the COR to ensure mutual understanding of facility requirements relating to the ordering method and specific details of any delivery instructions that are included in the solicitation schedule. The facility COR shall forward a written copy of the mutual agreement signed by both parties to the VA Orlando Contracting Officer for incorporation into the contract by written modification within 30 days after contract award. If agreement cannot be reached between the contractor and COR regarding any issue, the matter shall be referred to the Contracting Officer for resolution.

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

1.7 Prior to first filling, and annually thereafter, the contractor shall furnish alarm set-point testing. Written verification must be presented through the use of a qualified third party expert per NFPA 99, 2002 Edition for contractor owned and government owned systems. Any code deficiencies in the Medical Center's existing system, as defined by NFPA 50, 1.3.3, "Bulk Oxygen System", must be identified by the contractor. A detailed explanation of these deficiencies must be presented in writing to the COR. Receipt

of this written explanation must be signed for by the COR.

1.8 Prior to first filling, and semi-annually thereafter, the contractor must verify, in writing, the accuracy of all gauges on contractor-owned tanks. If the gauge(s) are government-owned, contractor will provide, if requested after award, a written proposal with price to verify accuracy of the gauge(s). The Government may choose to exercise this option at its desire.

2. ACRONYMS

2.1 This section lists acronyms that are used in this Statement of Work and other parts of the solicitation.

BOP - Federal Bureau of Prisons

CCF - 100 cubic feet

CF - Cubic feet

CGA - Compressed Gas Association

CGMP - Current Good Manufacturing Practices

CO - Contractor owned

COR - Contracting Officer Representative

DOD - Department of Defense

DOT - Department of Transportation

FDA - U.S. Food & Drug Administration

GO - Government owned

IHS - Indian Health Service

NFPA - National Fire Protection Association

OGA - Other Government Agency (Other than VA)

OSHA - U.S. Department of Labor, Occupational Safety and Health Administration

SCF – Standard Cubic Feet

USP - United States Pharmacopeia

VA - Department of Veterans Affairs

3. CONTRACTOR RESPONSIBILITIES:

3.1 The contractor shall perform periodic preventative maintenance on the Government-owned equipment. This maintenance shall be performed as a minimum at six-month intervals. Maintenance shall include all necessary inspections, adjustments, repairs, and other services necessary to ensure the system is in proper working condition. During periodic services, the contractor will verify proper alarm operation with Veterans Affairs staff. Copies of inspection reports and maintenance records will be provided to the COR.

3.2 Contractor will have a 24-hour/7-day emergency maintenance and repair capability. Qualified maintenance personnel will respond on-site within 2-hours of notification.

3.3 All equipment and materials required to perform the service throughout the life of the contract shall be provided by the contractor (except for what is Government-furnished property). Contractor-owned equipment shall be maintained in good operating condition in accordance with applicable regulations. Contractor shall maintain the appearance of Government-owned equipment by ensuring it is properly painted, free of rust and corrosion, et cetera. Government-owned bulk oxygen tanks will be labeled according to any applicable FDA, DOT, OSHA, or other requirements.

4. GOVERNMENT-FURNISHED PROPERTY

Government-owned bulk oxygen storage tanks and appurtenances will be maintained by and at the expense of the Government in a manner that will insure compliance with applicable regulations, standards and normal good practices. The contract shall perform the hook-up testing of government-owned

equipment to the facility-maintained alarm system.

5. CONTRACTOR-FURNISHED EQUIPMENT

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

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

6. INSTALLATION OF CONTRACTOR-OWNED EQUIPMENT

6.1 Unless otherwise directed by OVAMC, contractor-owned equipment shall be installed by the effective date of the contract and shall be connected to the medical gas system on that date; provided: that the contractor shall be allowed a maximum of 30 days after receipt of notice of award to complete installation. If the contractor's equipment replaces equipment already in use, the exchange of equipment shall be accomplished without interruption of gas supply to the using facility. Contractor installed equipment shall remain the property of the contractor and shall be removed upon termination of the contract, when directed by the ordering facility and in full cooperation with the succeeding contractor so as to avoid interruption of gas supply.

6.2 To permit orderly transition from one contractor to another, the contractor shall continue to honor the contract's monthly equipment rental fee and bulk oxygen contract price for a maximum of 30 days beyond the scheduled expiration of the contract period, unless transition from one contractor to another is completed prior to the 30 day transition period. For any partial month, the contractor shall prorate the monthly equipment rental fee accordingly. The contractor shall continue to provide and maintain its equipment during this transition period.

6.3 No guarantee is given or implied that data included in the schedule regarding contractor owned equipment currently located at the facilities is complete and accurate as to the factors affecting the cost of furnishing and installing the required contractor-owned tanks and appurtenances. Offerors are strongly encouraged to visit the facility sites prior to submitting a bid and take other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so shall not relieve offerors from the responsibility of estimating properly the difficulty and cost of successfully performing the work. Site visits may be arranged by contacting the COTR designated in the solicitation schedule.

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

personal protective equipment.

7. DELIVERY OF MEDICAL LIQUID BULK OXYGEN

7.1 Deliveries of oxygen are scheduled by the contractor based on information transmitted by the oxygen level monitoring system. The contractor will have a delivery-forecasting program that assesses the OVAMC recent and historic usage and determines when replenishment of the liquid oxygen supply is needed. The reorder, alarm, safety, and reserve levels will be coordinated with the COR. Alarm levels will be set at such points to avoid frequent alarms. The delivery system shall be designed so that scheduling of the replenishment of the oxygen supply requires no intervention on the part of medical center personnel. Offeror shall have the capability and resources to respond to routine requests within 48-hrs and emergency requests within 6-hrs.

7.2 The contractor shall deliver medical-grade liquid oxygen within 48 hours after the reorder point on the main tank is reached. If the 48 hours ends on a weekend, delivery will be on Monday. If for any reason the contractor is unable to deliver at the agreed upon day or time, the contractor will provide 24-hour notice to the COR, so that the facility can initiate an alternate backup action. In accordance with VHA Patient Safety Alert dated April 5, 2004, all deliveries must be monitored by a qualified and trained technical representative (COR) from OVAMC. Contractor will be provided with names and contact information of primary and back-up facility representatives. This applies to all deliveries regardless of time or day of execution.

7.3 The contractor shall provide 24-hour notice prior to delivery or upon mutual agreement between the facility and contractor, alternate ordering/delivery methods such as pre-scheduled deliveries, calling for tank level readings, installing a telemetry unit, etc. may be arranged. If for any reason the contractor is unable to delivery at the agreed upon day or time, the contractor will provide 24-hour notice to the COR, so that the facility can initiate an alternate backup action. In accordance with VHA Patient Safety Alert dated April 5, 2004, all deliveries must be monitored by a qualified and trained technical representative that will be designated by each facility. Contractor will be provided with names and contact information of primary and back-up facility representatives. This applies to all deliveries regardless of time or day of execution.

7.4 Tanks(s) will be filled to maximum functional capacity at each refilling procedure unless otherwise specified in the facility requirements or as agreed upon in a written document signed and dated by the COR. If the tank cannot be filled to maximum capacity at the time of delivery, the driver must annotate the reason for the partial delivery and indicate when a subsequent delivery will be made to completely fill the tank to capacity, at no additional cost.

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

7.6 Emergency delivery will be provided within 24-hours after receipt of Government notification. Contractor must respond to the facility by either telephone or email within one hour to confirm receipt of emergency notification to ascertain the nature of the emergency. Emergency status is determined by the Government when conditions warrant, such as an actuated main bulk tank low level alarm, imminent alarm condition, or system leak. Failure of the contractor to remain current with agreed delivery schedule and requirements does not constitute an "emergency" for purposes of charging an emergency delivery fee.

7.7 Delivery Information:

Location: Orlando VA Medical Center, Lake Nona, 13800 Veterans Way, Orlando, FL 32827

Location: Lake Baldwin VA Outpatient Clinic, 5201 Raymond St., Orlando, FL 32803

Instructions: Monday through Friday, 7:30 am – 3:30pm (except in emergency cases). All deliveries shall be monitored by COR or designee).

Holidays observed: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, or any day specifically declared by the President of the United States to be a national holiday.

8. QUALITY ASSURANCE SPECIFICATIONS AND REQUIREMENTS

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

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

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

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

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

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

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

9. APPLICABLE REGULATIONS & STANDARDS

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

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

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

49 CFR - Transportation

Federal Food, Drug, and Cosmetic Act

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

NFPA 99: Standard for Health Care Facilities, 2002 Edition

U.S.P. 23

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

Calculation based on data in CGA P-6

1 ft³ liquid O₂ = 860.6 ft³ gas (Table 1)

1 ft³ liquid O₂ = 7.48052 gal ((Table 2)

Therefore:

7.48052 gal (1 ft³) liquid O₂ = 860.6 ft³ gas

1 gal liquid O₂ = $\frac{860.6 \text{ ft}^3 \text{ gas}}{7.48052}$

1 gal liquid O₂ = 115.05 ft³ gas
or more commonly quoted as 1 gal liquid O₂ = 115.1 ft³ gas

10. CONTRACTOR-OWNED CYLINDERS

10.1 This section applies to all contractor-owned cylinders that are provided under this contract as a back-up system to a primary bulk oxygen system.

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

10.3 Marking: In addition to marking required by the aforementioned laws and regulations, marking shall comply with American National Standards Z48.1-1954 (R 1971), "Method of Marking Portable Compressed Gas Containers to Identify the Material Contained."

10.4 All unauthorized or inapplicable markings, tags, and labels shall be removed. When shipment is by commercial carrier, shipping tags complying with Federal Standard 123F dated 5/15/91 shall be attached to each cylinder so as to be protected by the valve protection cap. The contract data markings required by the applicable standard shall be applied to one side of the tag and the identification markings on the reverse side. Consignee markings may be omitted when shipment is by contractor's truck.

10.5 Valves: Valves shall comply with Compressed Gas Associates Standard CGA-V-1 (11th Edition, 2003), "Standard for Compressed Gas Cylinder Valve Outlet and Inlet Connections." Valve protection caps for cylinders designed to receive such caps shall be securely attached to the cylinders in a manner to protect the valves from injury during transit and delivery to the purchaser's receiving area. Refer to 49 CFR 173.301(g)).

10.6 Color Coding: All cylinders shall be color coded in accordance with the Compressed Gas Association Pamphlet CGA C-9-1988, "Standard Color Marking Of Compressed Gas Containers Intended For Medical Use."

10.7 The contractor shall be responsible for all testing required by regulation of contractor owned cylinders at no additional cost to the Government.

10.8 The bidder's price for the oxygen shall include the furnishing of (at no additional cost) all services which are required at each and every filling of a cylinder to comply with applicable regulations, specifications, and normal good practices. Such services are of the type normally provided in the supply of medical cylinder gases, and shall include, but not be limited to: tags indicating cylinder is "Full," "In Use," or "Empty"; inspection, testing, evaluation, and cleaning services required at each and every filling; pin-indexing, when required, and attachment of Government-furnished warning tags, when required. Attaching of oxygen cylinders to manifold systems, when required, shall also be performed by the contractor at no additional cost. In addition to services listed in this paragraph, the contractor is responsible for all maintenance and testing of contractor-owned cylinders.

11. GOVERNMENT-OWNED CYLINDERS

Individual Agency Ownership of Cylinders: Government owned cylinders shall remain the property of the individual ordering (owning) agency and shall not be exchanged for other cylinders, either government-owned or contractor-owned, without authorization of the Contracting Officer Technical Representative (COTR) at the ordering agency.

PRICE/COST/DELIVERY SCHEDULE BASE PERIOD AND OPTION YEARS

The solicitation must be quoted all or none. The requirements are follows:

Performance Period: Base Period (October 1, 2015 through September 30, 2016)						
Item No	Description	U/I	QTY	Unit Price	Total	Deliver To
0001	Medical-Grade Liquid Oxygen (est. 600,000 per month)	SCF	7,200,000			Orlando VAMC at Lake Nona
0002	Medical-Grade Liquid Oxygen (est. 600,000 per month)	SCF	7,200,000			Lake Baldwin OPC
0003	Delivery Charges (est. 2 per month)	EA	24			Orlando VAMC at Lake Nona
0004	Delivery Charges (est. 4 per month)	EA	48			Lake Baldwin OPC
0005	Telemetry system for monitoring of Bulk medical grade oxygen to include installation at Orlando VA Medical Center at Lake Nona, 13800 Veterans Way Orlando, Florida 32827	EA	1			Orlando VAMC at Lake Nona

Total Base Period for items 1,2,3,4 and 5					
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Performance Period: Year-One Option (October 1, 2016 through September 30, 2017)						
Item No	Description	U/I	QTY	Unit Price	Total	Deliver To
1001	Medical-Grade Liquid Oxygen (est. 600,000 per month)	SCF	7,200,000			Orlando VAMC at Lake Nona
1002	Medical-Grade Liquid Oxygen (est. 600,000 per month)	SCF	7,200,000			Lake Baldwin OPC
1003	Delivery Charges (est. 2 per month)	EA	24			Orlando VAMC at Lake Nona
1004	Delivery Charges (est. 4 per month)	EA	48			Lake Baldwin OPC
	Total Option Year-One for items 1001, 1002, 1003 and 1004					

Performance Period: Year-Two Option (October 1, 2017 through September 30, 2018)						
Item No	Description	U/I	QTY	Unit Price	Total	Deliver To
2001	Medical-Grade Liquid Oxygen (est. 600,000 per month)	SCF	7,200,000			Orlando VAMC at Lake Nona
2002	Medical-Grade Liquid Oxygen (est. 600,000 per month)	SCF	7,200,000			Lake Baldwin OPC
2003	Delivery Charges (est. 2 per month)	EA	24			Orlando VAMC at Lake Nona
2004	Delivery Charges (est. 4 per month)	EA	48			Lake Baldwin OPC
	Total Option Year-Two for items 2001, 2002, 2003 and 2004					

Performance Period: Year-Three Option (October 1, 2018 through September 30, 2019)						
Item No	Description	U/I	QTY	Unit Price	Total	Deliver To
3001	Medical-Grade Liquid Oxygen (est. 600,000 per month)	SCF	7,200,000			Orlando VAMC at Lake Nona
3002	Medical-Grade Liquid Oxygen (est. 600,000 per month)	SCF	7,200,000			Lake Baldwin OPC
3003	Delivery Charges (est. 2 per month)	EA	24			Orlando VAMC at Lake Nona
3004	Delivery Charges (est. 4 per month)	EA	48			Lake Baldwin OPC
	Total Option Year-Three for items 3001, 3002, 3003 and 3004					

Performance Period: Year-Four Option (October 1, 2019 through September 30, 2020)						
Item No	Description	U/I	QTY	Unit Price	Total	Deliver To
4001	Medical-Grade Liquid Oxygen (est. 600,000 per month)	SCF	7,200,000			Orlando VAMC at Lake Nona
4002	Medical-Grade Liquid Oxygen (est. 600,000 per month)	SCF	7,200,000			Lake Baldwin OPC
4003	Delivery Charges (est. 2 per month)	EA	24			Orlando VAMC at Lake Nona
4004	Delivery Charges (est. 4 per month)	EA	48			Lake Baldwin OPC
	Total Option Year-Four for items 4001, 4002, 4003 and 4004					

B.2 Price/Cost Schedule

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LIQUID BULK OXYGEN IN ACCORDANCE WITH THE STATEMENT OF WORK Contract Period: Base POP Begin: 10-01-2015 POP End: 09-30-2016	12.00	MO		
0002	LIQUID BULK OXYGEN IN ACCORDANCE WITH THE STATEMENT OF WORK Contract Period: Base POP Begin: 10-01-2015 POP End: 09-30-2016	12.00	MO		
0003	Delivery Charge Contract Period: Base POP Begin: 10-01-2015 POP End: 09-30-2016	24.00	EA		
0004	Delivery Charge Contract Period: Base POP Begin: 10-01-2015 POP End: 09-30-2016	48.00	EA		
0005	Telemetry system for monitoring of Bulk medical grade oxygen to include installation at Orlando VA Medical Center at Lake Nona, 13800 Veterans Way Orlando, Florida 32827 Contract Period: Base POP Begin: 10-01-	1.00	EA		

	2015 POP End: 09-30-2016				
1001	LIQUID BULK OXYGEN IN ACCORDANCE WITH THE STATEMENT OF WORK Contract Period: Option 1 POP Begin: 10-01- 2016 POP End: 09-30-2017	12.00	MO	_____	_____
				—	—
1002	LIQUID BULK OXYGEN IN ACCORDANCE WITH THE STATEMENT OF WORK Contract Period: Option 1 POP Begin: 10-01- 2016 POP End: 09-30-2017	12.00	MO	_____	_____
				—	—
1003	Delivery Charges Contract Period: Option 1 POP Begin: 10-01- 2016 POP End: 09-30-2017	24.00	EA	_____	_____
				—	—
1004	Delivery Charges Contract Period: Option 1 POP Begin: 10-01- 2016 POP End: 09-30-2017	48.00	EA	_____	_____
				—	—
2001	LIQUID BULK OXYGEN IN ACCORDANCE WITH THE STATEMENT OF WORK Contract Period: Option 2 POP Begin: 10-01- 2017 POP End: 09-30-2018	12.00	MO	_____	_____
				—	—

2002	LIQUID BULK OXYGEN IN ACCORDANCE WITH THE STATEMENT OF WORK Contract Period: Option 2 POP Begin: 10-01- 2017 POP End: 09-30-2018	12.00 MO	_____	_____
2003	Delivery Charge Contract Period: Option 2 POP Begin: 10-01- 2017 POP End: 09-30-2018	24.00 EA	_____	_____
2004	Delivery Charge Contract Period: Option 2 POP Begin: 10-01- 2017 POP End: 09-30-2018	48.00 EA	_____	_____
3001	LIQUID BULK OXYGEN IN ACCORDANCE WITH THE STATEMENT OF WORK Contract Period: Option 3 POP Begin: 10-01- 2018 POP End: 09-30-2019	12.00 MO	_____	_____
3002	LIQUID BULK OXYGEN IN ACCORDANCE WITH THE STATEMENT OF WORK Contract Period: Option 3 POP Begin: 10-01- 2018 POP End: 09-30-2019	12.00 MO	_____	_____
3003	Delivery Charge Contract Period: Option 3	24.00 EA	_____	_____

	POP Begin: 10-01-2018 POP End: 09-30-2019				
3004	Delivery Charge Contract Period: Option 3 POP Begin: 10-01-2018 POP End: 09-30-2019	48.00	EA	_____	_____
				—	—
4001	LIQUID BULK OXYGEN IN ACCORDANCE WITH THE STATEMENT OF WORK Contract Period: Option 4 POP Begin: 10-01-2019 POP End: 09-30-2020	12.00	MO	_____	_____
				—	—
4002	LIQUID BULK OXYGEN IN ACCORDANCE WITH THE STATEMENT OF WORK Contract Period: Option 4 POP Begin: 10-01-2019 POP End: 09-30-2020	12.00	MO	_____	_____
				—	—
4003	Delivery Charge Contract Period: Option 4 POP Begin: 10-01-2019 POP End: 09-30-2020	24.00	EA	_____	_____
				—	—
4004	Delivery Charge Contract Period: Option 4 POP Begin: 10-01-2019 POP End: 09-30-2020	48.00	EA	_____	_____
				—	—
				GRAND TOTAL	_____
					—

B.3 Delivery Schedule

ITEM NUMBER		QUANTITY	DELIVERY DATE
0001	SHIP TO: The Orlando VA Medical Center at Lake Nona Station 675 13800 Veterans Way Orlando, FL 32827 MARK Gregory Miller FOR: 407-631-5206 GREGORY.MILLER2@VA.GOV	12.00	
0002	SHIP TO: Department of Veterans Affairs 5201 Raymond Street Orlando, FL 32803 MARK Gregory Miller FOR: 407-631-5206 gregory.millere2@va.gov	12.00	
0003	SHIP TO: The Orlando VA Medical Center at Lake Nona Station 675 13800 Veterans Way Orlando, FL 32827 MARK Gregory Miller FOR: 407-631-5206 GREGORY.MILLER2@VA.GOV	24.00	
0004	SHIP TO: Department of Veterans Affairs 5201 Raymond Street Orlando, FL 32803 MARK Gregory Miller FOR: 407-631-5206 gregory.millere2@va.gov	48.00	
0005	SHIP TO: The Orlando VA Medical Center at Lake Nona Station 675 13800 Veterans Way Orlando, FL 32827 MARK Gregory Miller FOR: 407-631-5206 GREGORY.MILLER2@VA.GOV	1.00	
1001	SHIP TO: The Orlando VA Medical Center at Lake Nona Station 675 13800 Veterans Way Orlando, FL 32827	12.00	

	MARK FOR:	Gregory Miller 407-631-5206 GREGORY.MILLER2@VA.GOV	
1002	SHIP TO:	Department of Veterans Affairs 5201 Raymond Street Orlando, FL 32803	12.00
	MARK FOR:	Gregory Miller 407-631-5206 gregory.millere2@va.gov	
1003	SHIP TO:	The Orlando VA Medical Center at Lake Nona Station 675 13800 Veterans Way Orlando, FL 32827	24.00
	MARK FOR:	Gregory Miller 407-631-5206 GREGORY.MILLER2@VA.GOV	
1004	SHIP TO:	Department of Veterans Affairs 5201 Raymond Street Orlando, FL 32803	48.00
	MARK FOR:	Gregory Miller 407-631-5206 gregory.millere2@va.gov	
2001	SHIP TO:	The Orlando VA Medical Center at Lake Nona Station 675 13800 Veterans Way Orlando, FL 32827	12.00
	MARK FOR:	Gregory Miller 407-631-5206 GREGORY.MILLER2@VA.GOV	
2002	SHIP TO:	Department of Veterans Affairs 5201 Raymond Street Orlando, FL 32803	12.00
	MARK FOR:	Gregory Miller 407-631-5206 gregory.millere2@va.gov	
2003	SHIP TO:	The Orlando VA Medical Center at Lake Nona Station 675 13800 Veterans Way Orlando, FL 32827	24.00
	MARK FOR:	Gregory Miller 407-631-5206 GREGORY.MILLER2@VA.GOV	
2004	SHIP TO:	Department of Veterans Affairs	48.00

		5201 Raymond Street Orlando, FL 32803	
	MARK FOR:	Gregory Miller 407-631-5206 gregory.millere2@va.gov	
3001	SHIP TO:	The Orlando VA Medical Center at Lake Nona Station 675 13800 Veterans Way Orlando, FL 32827	12.00
	MARK FOR:	Gregory Miller 407-631-5206 GREGORY.MILLER2@VA.GOV	
3002	SHIP TO:	Department of Veterans Affairs 5201 Raymond Street Orlando, FL 32803	12.00
	MARK FOR:	Gregory Miller 407-631-5206 gregory.millere2@va.gov	
3003	SHIP TO:	The Orlando VA Medical Center at Lake Nona Station 675 13800 Veterans Way Orlando, FL 32827	24.00
	MARK FOR:	Gregory Miller 407-631-5206 GREGORY.MILLER2@VA.GOV	
3004	SHIP TO:	Department of Veterans Affairs 5201 Raymond Street Orlando, FL 32803	48.00
	MARK FOR:	Gregory Miller 407-631-5206 gregory.millere2@va.gov	
4001	SHIP TO:	The Orlando VA Medical Center at Lake Nona Station 675 13800 Veterans Way Orlando, FL 32827	12.00
	MARK FOR:	Gregory Miller 407-631-5206 GREGORY.MILLER2@VA.GOV	
4002	SHIP TO:	Department of Veterans Affairs 5201 Raymond Street Orlando, FL 32803	12.00
	MARK FOR:	Gregory Miller 407-631-5206 gregory.millere2@va.gov	

4003	SHIP TO: The Orlando VA Medical Center at Lake Nona Station 675 13800 Veterans Way Orlando, FL 32827	24.00
	MARK Gregory Miller FOR: 407-631-5206 GREGORY.MILLER2@VA.GOV	
4004	SHIP TO: Department of Veterans Affairs 5201 Raymond Street Orlando, FL 32803	48.00
	MARK Gregory Miller FOR: 407-631-5206 gregory.millere2@va.gov	

SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	APR 2010
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (OCT 2014) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-13.
- (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

(43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(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 Subpart 4.7, Contractor Records Retention, of the 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 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.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.2 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of Clause)

C.3 52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(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.

(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. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(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). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, 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.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of . Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

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

See attached document: P07 Wage Determinations.

SECTION E - SOLICITATION PROVISIONS

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

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	APR 2014
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	MAR 2015

E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(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:

Lowest Price

Technical and past performance, when combined, are not applicable.

(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)

E.3 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

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

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

Hand-Carried Address:

Department of Veterans Affairs

Orlando VA Medical Center
5201 Raymond Street

Orlando FL 32803

Mailing Address:

Department of Veterans Affairs

Orlando VA Medical Center
5201 Raymond Street

Orlando FL 32803

(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)