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PART I -- CONTINUATION OF STANDARD FORM 1449 (SF 1449)

FSC Class 6525 - Radiation Therapy Systems, Upgrades, and Accessories, Including Installation.

Blocks 18a and 18b -- PAYMENT OF INVOICES

REMITTANCE ADDRESS

Contractors shall submit invoices for payment to the office shown in Block 18a. In addition, the contractor shall send a copy of each such invoice to the Contracting Officer (049A1N1D), VA National Acquisition Center, National Contracts Service, Post Office Box 76, Hines, IL 60141.

PAYMENT OFFICE AND INVOICING INSTRUCTIONS FOR DSCP ORDERS ONLY

Prior to payment of invoice, contractor shall forward a completed DD250, "Material Inspection and Receiving Report" form to Contracting Officer for signature, pending verification, authorizing acceptance and subsequent payment. This form may be faxed to the Contracting Officer for expediency. Upon receipt of signed DD250 from the Contracting Officer, the contractor may forward the invoice plus the DD250 to the appropriate payment office as cited on Block 18a of the SF1449.

IMPORTANT NOTE: *The DSCP Contracting Officer is the only Government representative authorized to sign DD Form 250's.*

Blocks 19-24 SCHEDULE OF SUPPLIES/SERVICES and PRICES/COSTS

SUBMISSION OF OFFERS AND CONTRACT PERIOD

This Multiple Award Schedule solicitation will have a prescribed closing date. This solicitation will be a "standing" opportunity for new offers, which may be submitted to the Contracting Officer at any time prior to December 04, 2005. Contracts resulting hereunder shall cover the base contract period of one year beginning on September 1, 2006, or the date of award, whichever is later, through August 31, 2007 with the Government's option to renew for up to three additional one-year periods. No contract period will extend beyond August 31, 2010. Offers will be evaluated on a first come bases.

No new offers will be accepted after December 04, 2005 for the contract period 9/1/06-8/31/07.

ESTIMATED QUANTITIES

Previous sales for the last Fiscal Year (October 1, 2003, through September 30, 2004) to all contractors for **Radiation Therapy Systems, Upgrades, and Accessories, Including Installation** were **\$20,000,000**. The Government anticipates a similar total for the base year and each additional option year of awards from this solicitation. It is

impossible to determine the exact quantities that will be required during the contract term. Each offeror whose offer is accepted wholly or in part will be required to deliver all articles that may be ordered during the contract term, except as otherwise indicated in the offer and except as otherwise provided herein.

Offerors shall provide the systems identified herein with discounts from the offeror's published commercial price list. The published commercial price list shall be made a part of the ultimate contract, and may only be modified in accordance with Clause 52.217-9.

Offerors shall indicate "No Bid" if a certain type product/system is not offered.

ACKNOWLEDGMENT OF AMENDMENTS:

The offeror acknowledges receipt of amendments to the solicitation numbered and dated as follows:

AMENDMENT NO.	DATE

BASE YEAR September 1, 2006 through August 31, 2007: RADIATION THERAPY SYSTEMS, UPGRADES, AND ACCESSORIES TO INCLUDE TRAINING AND INSTALLATION, AS SHOWN BELOW.

Pricing shall reflect F.O.B. Destination within the 50 states, Washington, D.C., and Puerto Rico. Prices for delivery to other destinations, including OCONUS destinations, shall be quoted on a case-by-case basis.

Offeror hereby offers a percentage discount deducted from offeror's published commercial price list dated _____.

<p>01. LINEAR ACCELERATOR SYSTEMS. Base system shall include operator console, patient couch, table accessories, gantry, collimator assembly, patient positioning lasers, DICOM compliance, connectivity to treatment planning system (TPS) and record and verify system (R&V), and training. (Also See Page 11)</p> <p>HIGH Energy Base: Photon energy levels shall be 6 and 18 MV and should have at least 5 selectable electron treatment beam energies, with nominal energies of 6-21 MeV.</p> <p>LOW Energy Base: Photon energy level shall be 4 or 6 MV and electron energies are optional.</p> <p>(ADD All Relevant Items in Contractor Price Book)</p>	<p>Discount Percentage Offered</p>	<p>Price List Page Reference</p>
01A. High (Dual) Energy Base System Components		
01B. Low Energy Base System Components		
01C. System Options. Identify available system options with pricing data.		
01D. Accessories. Provide listing of available accessories with pricing data.		
01E. Upgrades. Identify available upgrades with pricing data.		
01F. Portal Imaging System		

02. SIMULATOR SYSTEMS. Base system shall include operator console, patient couch, gantry, X-ray generator and tube, collimator assembly, DICOM compliance, connectivity to treatment planning system (TPS) and record and verify system (R&V), and training.	Discount Percentage Offered	Pricing Page Reference
02A. Radiation Simulator Base System Components		
02B. CT/Simulator Base System Components: (Same as 02A above plus computer processor, image storage media.) If system is a CT Scanner with Simulator software it shall also include a dedicated flat patient scanning table with accessories and support.		
02C. System Options:		
02D. Accessories:		
02E Upgrades:		

03. RECORD AND VERIFY SYSTEMS. Base system shall include network gateway to interface with hospital information system, computer workstation, station and interface for one linear accelerator and one simulator, interface with treatment planning system, printer, and training.	Discount Percentage Offered	Pricing Page Reference
03A. Base System Components.		
03B. Optional Software Modules. Provide listing of other available software modules with pricing data.		
03C. System Options		
03D. Additional Workstations. Identify available workstations, including hardware and software, with pricing data		
03E Accessories		
03F. Upgrades		

04. TREATMENT PLANNING SYSTEMS. Shall include computer workstation, printer, film digitizer and/or interface with CT scanner and training.	Discount Percentage Offered	Pricing Page Reference
04A. Base System Components		
04B. Optional Software Modules		
04C. System Options		
04D. Accessories		
04E. Upgrades		
04F. Digitizers. Identify available film digitizers with pricing data		

05. ORTHOVOLTAGE SYSTEMS AND ACCESSORIES. Shall include control console, treatment couch, applicator cones and filters, variable collimator and training.	Discount Percentage Offered	Pricing Page Reference
Orthovoltage Systems and Accessories		

06. STEREOTACTIC RADIOSURGERY SYSTEMS AND ACCESSORIES. Shall include computer controller, operator console and chair, treatment couch, head frame for surgery and treatment, accessories, collimator, planning capabilities, phantom pointer and training.	Discount Percentage Offered	Pricing Page Reference
Stereotactic Radiosurgery Systems and Accessories		

07. HIGH DOSE RATE (HDR) BRACHYTHERAPY SYSTEMS AND ACCESSORIES. Shall include treatment unit, control unit, radiation sources, applicators, accessories, integration with treatment planning system and training.	Discount Percentage Offered	Pricing Page Reference
High Dose Rate Brachytherapy Systems and Accessories		

08. SCANNING WATER BATH PHANTOMS AND ACCESSORIES: Identify the scanning water bath phantoms used in the radiation oncology department. Identify the various options and accessories.	Discount Percentage Offered	Pricing Page Reference
Scanning Water Bath Phantoms and Accessories		

09. OTHER RADIATION THERAPY SYSTEMS AND ACCESSORIES. GAMMA KNIFE AND ACCESSORIES: Identify the other systems used in the radiation oncology department. Identify the various options and accessories.	Discount Percentage Offered	Pricing Page Reference
GAMMA KNIFE OPTIONS, UPGRADES AND ACCESSORIES.		

10. TRAINING. Commercially available training <i>options</i> , both operator and maintenance, shall be provided as options to the users in addition to the minimum training requirements of this contract.	Discount Percentage Offered	Pricing Page Reference
10A. Operator/User Training		
10B. Advanced User Training		
10C. Maintenance Training		

Option Year Pricing/Discount Description

Offeror hereby offers a percentage discount deducted from its published commercial price list cited under Base Year.

- Option One: September 1, 2007 through August 31, 2008
- Option Two: September 1, 2008 through August 31, 2009
- Option Three: September 1, 2009 through August 31, 2010

SYSTEM DESCRIPTION*	Option Year Number - Percentage Discount Off List Price (%)		
	1	2	3
01. LINEAR ACCELERATOR SYSTEM.			
01A. High (Dual) energy Base System Components			
01B. Low Energy Base System Components			
01C. System Options			
01D. Accessories			
SYSTEM DESCRIPTION*	1	2	3
01E. Upgrades			
01F. Portal Imaging System			
02. SIMULATOR SYSTEMS			
02A. Radiation Simulator Base System Components			
02B. CT/Simulator Base System Components			
02C. System Options			
02D. Accessories			
02E. Upgrades			
03. RECORD AND VERIFY SYSTEMS.			

03A. Base System Components			
03B. Optional Software Modules			
03C. System Options			
03C. System Options			
03D. Additional Workstations			
03E. Accessories			
03F. Upgrades			

SYSTEM DESCRIPTION*	1	2	3
04. TREATMENT PLANNING SYSTEM.			
04A. Base System Components			
04B. Optional Software Modules			
04C. System Options			
04D. Accessories			
04E. Upgrades			
04F. Digitizers			
05. ORTHOVOLTAGE SYSTEMS AND ACCESSORIES			
06. STEREOTACTIC RADIOSURGERY SYSTEMS AND ACCESSORIES.			

07. HIGH DOSE RATE (HDR) BRACHYTHERAPY SYSTEMS AND ACCESSORIES			
08. SCANNING WATER BATH PHANTOMS AND ACCESSORIES.			
09. OTHER RADIATION THERAPY SYSTEMS AND ACCESSORIES. GAMMA KNIFE			
09A. GAMMA KNIFE, OPTIONS, UPGRADES AND ACCESSORIES:			
10. TRAINING.			
10A. Operator/User Training			
10B. Advanced User Training			
10C. Maintenance Training			

(ADD All Relevant Items in Contractor Price Book)

DESCRIPTION/SPECIFICATIONS/SCOPE OF WORK

I-1 SCOPE OF CONTRACT

This solicitation provides for the normal supply of radiation therapy systems, upgrades, and accessories to include linear accelerators, simulators, therapy information systems, therapy planning systems, afterloading systems, and water phantoms, including installation; of the Department of Veterans Affairs, Department of Defense, and other Federal Agencies, upon their request for delivery, within the 50 states, Washington, D.C., Puerto Rico, Federal Activities functioning in non-US (OCONUS) locations, and sales to foreign governments under the FMS Program (DFAR 252.225-7027). The resultant contracts will be used as sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed to fill any requirement determined in accordance with currently applicable procurement and supply procedures. It is anticipated that Other Government Agencies (OGA's) will participate in resultant contracts.

I-2 ROUNDING OFF OF UNIT PRICES

Unit prices shall be rounded off to the nearest whole dollar. Prices ending in fifty cents or less shall be rounded down; prices ending in fifty-one or more cents shall be rounded up.

I-3 NETWORKING/INTERFACING

a. Networking/Interfacing Of Existing Equipment. Networking/interfacing of existing equipment shall be quoted on a site specific basis. Upon receipt of a comprehensive listing of existing systems, subsystems and networking, the contractor shall supply a site specific quote describing the network/interface requirements per the clinical needs of a given site. The networking/interfacing quote shall include all equipment, materials and labor required to fully install and make operational the system intended to meet the clinical needs of a given site.

b. Networking/Interfacing Of New Equipment. Networking/interfacing of new equipment shall be quoted on a site specific basis. Upon receipt of a comprehensive listing of new systems, subsystems and networking, the contractor shall supply a site specific quote describing the network/interface requirements per the clinical needs of a given site. The networking/interfacing quote shall include all equipment, materials and labor required to fully install and make operational the system intended to meet the clinical needs of the given site.

c. Networking/Interfacing Of New Equipment To Existing Equipment. Networking/interfacing of new and existing equipment shall be quoted on a site specific

basis. Upon receipt of a comprehensive listing of new and existing systems, subsystems and networking, the contractor shall supply a site specific quote describing the network/interface requirements per the clinical needs of a given site. The networking/ interfacing quote shall include all equipment, materials and labor required to fully install and make operational the system intended to meet the clinical needs of the given site.

d. Accessories. Upon receipt of a comprehensive listing of accessories, the contractor shall supply a site specific quote describing the accessory requirements per the clinical needs of a given site.

I-4 TRADE-INS

Upon receipt of a comprehensive listing of systems and subsystems, as specified for each individual location, the contractor shall supply a site specific quote describing the trade-in value or upgradability (discount/credit) afforded to existing hospital oncology equipment and subsystems. Upon initiation of the installation, the Government equipment items slated for trade-in shall be de-installed by the contractor, effecting formal transfer of ownership from the Government. The room shall be left broom clean by the contractor after de-installation. Trade-in credit shall be quoted on a site specific basis.

AS217 EXTENDED INSTALLATION (APRIL 1997)

(a) The Government may require installation services, in addition to those required elsewhere in this solicitation. The costs of these additional services are not included in the price of the equipment, and shall be individually negotiated. Extended Installation costs shall be quoted on a site specific basis.

(b) Extended installation shall, as a minimum, include: connecting with existing utilities, furnishing and installing support structures for the equipment.

(c) Extended installation may include, but is not limited to: power transformers, step-up or step down transformers, power runs, disconnects, conduit, wiring, structural support, shielding, and HVAC when required to support systems operations, and networking required for routine clinical use of the oncology system(s) and related equipment item(s). Surfaces of partitions, and other structural additions, shall be sealed and primed, but without final finish.

(d) Upon request of the Contracting Officer, the contractor shall supply the following:

(1) Preliminary statement of work and a single line room drawing. The submission of the work statement will constitute verification that the existing utilities are adequate for the system(s).

(2) Materials and labor cost breakdown. –

(e) Contractor's Extended Installation Work Statement, shall include, as a minimum, the date site survey was performed, a scope of work statement identifying work that is to be accomplished and material to be utilized, a single line room drawing, and total cost statement for this work and material. Total cost shall be broken down into material cost and labor cost. Labor cost shall be broken down into total man-hours and dollar cost for each different group of man-hours. These cost statements shall be presented consistent with the Construction Specifications Institute (CSI) 16-division format (MASTERFORMAT) of standardized divisions. Site modification (work) necessary to provide for fully functional system, not specifically identified in the Work Statement, but required for operation, is the responsibility of the contractor.

(f) When extended installation is required, the contractor shall furnish design plans, labor, materials, and equipment necessary to provide for the installation to accommodate the designated system. The installation effort shall incorporate nationally recognized trade organization codes and reflect the minimum requirements to provide a safe and functional system.

(g) During the site survey the government point of contact at the installation site will provide the contractor, upon contractor request, a written analysis of the existing/available site power supply and load bearing capability of the floor, ceiling and walls, including associated drawings. The contractor shall be responsible for providing structural support shielding and HVAC, only as defined in the work statement, provided it is adequate to fully support the system being installed. Once contractor has visited the site and submitted their special quote for extended installation work, contractor shall not be responsible for additional extended installation site preparations that are required due to government modification of installation site after contractor's site visit. Contractor may be requested to submit a revised/supplemental work statement to cover the additional required extended installation work.

I-5 TURNKEY INSTALLATION (APPLIES TO DSCP ORDERS ONLY)

a. The Contractor shall provide complete turnkey installation, as specified for each individual location, providing a complete, functional and fully operational oncology system for any of the equipment items described within this solicitation in the event extended installation is deemed inappropriate by the Contracting Officer through the consultation of other Government representatives.

b. All items of work not detailed in this specification and all data not furnished by the Government but required for complete system installation are the responsibility of the Contractor.

c. Approval for the Contractor to proceed with installation of the oncology system shall be contingent upon the Government's approval of turnkey plans and written notification to proceed with installation. Turnkey plans shall be provided as specified in Data Item CTR-001, Turnkey Installation Documentation (provided in Attachment One of this Solicitation).

- d. Scope of work. As a minimum, installation shall consist of complete architectural and engineering support to develop drawings/plans and work statements; site preparation; furnishing and installing the system(s), as specified herein, and; furnishing and installing any ancillary support (e.g. air conditioning, power regulation, mountings, networking, interfacing, etc.) equipment required for clinical use of the oncology system(s). **Complete Scope of Work information is shown in Attachment One of this Solicitation.**
- e. Turnkey Installation costs shall be quoted on a site specific basis.
- f. The Contractor shall provide complete architectural and engineering support to develop drawings/plans and work statements; labor, materials and equipment for site preparation furnishing and installing the equipment modality, as specified herein, and; furnishing and installing any ancillary support (e.g. air conditioning, power regulation, etc.) equipment required for clinical use of the system. The turnkey installation shall incorporate national and industry recognized trade organization codes and safety standards and reflect the Government requirements for a safe and functional system.
- g. Turnkey installation shall compose the full extent of services required to meet the minimum Government requirements, per the specific requirements of a given site and those requirements described within this solicitation. Site specific requirements shall always supersede the turnkey requirements of this solicitation.
- h. Upon receipt of a "Request for Special Quote" from the Contracting Officer, the Government shall identify a mutually agreeable time and location at which an Open House will be conducted. At that time, the Government shall entertain contractor questions, shall specify the minimum Government requirements, identify a facility point of contact (POC) and shall allow sufficient time for contractors to collect site specific information/as-built drawings.
- i. Following the Open House, contractors shall be given a period of 30 days to submit to the Contracting Officer a Special Quote (including equipment, turnkey installation and other expenses) and Schematic Drawing(s), describing potential turnkey configurations meeting Government requirements. Although additional copies of the schematics must be forwarded to the facility point of contact, all cost data shall only be submitted to the Contracting Officer. Accordingly, if more than one schematic drawing is submitted, each Special Quote must be explicitly referenced to the applicable schematic turnkey configuration. Once received at DSCP-MQX, the Contracting Officer shall determine final award of the delivery order per the terms and conditions of this solicitation.
- j. Following award of the delivery order, the contractor shall be directed by the Contracting Officer to develop and submit Preliminary Drawings, and a comprehensive work statement to DSCP-MQX within a period of 30 days. Following receipt of the Preliminary Drawings, the Government shall convene a mutually agreeable site meeting with both facility and contractor personnel. Shortly thereafter, the Government shall coordinate official drawing review comments for contractor incorporation into Construction Drawings. Once submitted by the Contracting Officer, the contractor shall have a period of 30 days to submit the Construction Drawings to DSCP and the facility.

k. Once the Construction Drawings are approved, the Contracting Officer shall issue a "Notice to Commence Turnkey Installation". The duration of the turnkey installation and complete equipment installation shall take no longer than 120 days until final completion.

l. Following completion of the turnkey installation, the contractor shall submit a "Notice of Readiness to Inspect" to the Contracting Officer. Following this action, the Government shall then proceed according to the terms and conditions of this Solicitation.

***NOTE IT IS THE DSCP-CO'S RESPONSIBILITY TO INCORPORATE APPROPRIATE PART 36 IN THE DELIVERY ORDER.**

I-6 SERVICE AIDS

The contractor shall identify, for each component of equipment offered, the hardware, software, documentation, tools and aids required to service, calibrate and maintain the equipment offered. Service Aids not identified shall be provided with the equipment. Examples of service aids are laptop computers, diagnostic software, etc., and are unique tools/aids that the service engineer would not normally carry. These aids may be offered for the line item identified.

52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified*.

(b) The Contractor shall—

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

* **TAILORING OF CLAUSE.** Delivery to the room where the system will be installed is required.

AS360 ITEMS OFFERED (NOV 2001)

(a) Items offered are to be contractor's standard commercial product line and as such shall conform to specifications defined in contractor's product and technical data. In addition, items offered shall conform to the Government's minimum purchase description to be eligible for initial award. Government's minimum purchase descriptions are contained in System Identification section.

(b) All equipment and related peripherals contracted for shall be state-of-the-art technology. "State-of-the-art" is defined as the most recently designed components that are announced for marketing purposes, available, maintained and supported in accordance with mandatory requirements specified in the solicitation. Components and products with a manufacturer's planned obsolescence within the first year of contract award are not acceptable.

(c) Should equipment delivered under this contract fail to meet the requirements of paragraph (a) above, contractor shall be responsible for all costs associated with the upgrading or replacement of equipment to meet the requirements specified.

(d) The Government may decide to award items that fail to meet our minimum purchase descriptions if a need for those items is identified in the future. The contractor will not be responsible for meeting the Government's minimum purchase description for those items, provided the contract award or modification document expressly states the items do not meet the Government's minimum purchase description.

852.211-75 TECHNICAL INDUSTRY STANDARDS (APR 1984)

All items required by this solicitation must conform to the following current standards: Medical Device Amendments of 1976; Safe Medical Device Amendments of 1998; National Fire Protection Association National Electrical Code, NFPA 70; Standard for the Protection of Electronic Computer/Data Processing Equipment, NFPA 75; Standard for Health Care Facilities, NFPA 99; Standard Method of Test of Surface Burning Characteristics of Building Materials, NFPA 255; Underwriters Laboratories (UL) 544, Medical and Dental Equipment; UL 1950, Safety of Information Technology Equipment, Including Electrical Business Equipment; Department of Transportation (DOT); Hazardous Materials Regulations, Tariff No. B0E-6000, Parts 171-177. In addition to the aforementioned general standards, specific safety standards have been issued for each modality directly related to the solicited equipment. The successful offeror will be required to submit proof that the item(s) furnished conforms to all applicable requirements. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. The seal or label of any nationally recognized laboratory such as those listed by the National Fire

Protection Association, Boston, Massachusetts, in the current edition of the publication "Research on Fire," is acceptable. Proof may also be furnished in the form of a certificate from one of these laboratories certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

I-7 DICOM COMPLIANCE

Only systems which are DICOM 3.0 compliant shall be considered for award. All systems quoted to DOD, VA, and IHS (Indian Health Service) installations shall include DICOM output.

If a VA customer specifically requests it, the quoted system may be required to comply with the VA Modality Interface DICOM Conformance Requirements, shown at Attachment #2 to this document.

I-8 DELIVERY ORDER PRICING STRUCTURE

The purpose is to provide for COMPLETE functional systems. A particular item(s) may be combined with a compatible component(s) to develop a unique system. Therefore, prices quoted for each item shall include the price of ALL components, such as mounting hardware, electrical cable, adapting parts, etc., required to form a complete operational system when an item is installed with compatible items (offered under this solicitation) in the development of a system. System (or item) descriptions shall clearly identify component parts included in the unit price quoted. When more than one component is required to make up an item or system, all model and/or catalog numbers are to be shown and properly identified.

In addition to the item cost itself, the prices shown in the Schedule shall include charges for site visit and drawings, transportation, rigging, packing, unpacking with disposal of packing material, installation, applications training/instruction(s) and warranty for delivery within the 48 contiguous states (CONUS). Offeror shall indicate below, the percentage of offered price, for a complete system, that represents charges for:

Site visit and drawings:	_____ %
Transportation Charges, to include rigging, packing and unpacking with disposal of packing material:	_____ %
Installation:	_____ %
Warranty of equipment:	_____ %
Applications training/instructions:	_____ %

When delivery is for outside the 48 contiguous states (OCONUS), or when these services are not required, the percentages shown in paragraph 2 above will be deducted from the prices shown in the Schedule. Further negotiation will be conducted to include these services and costs, or any other services required, for overseas orders or existing system upgrades, interfaces or add-ons.

AS361 POWER CONDITIONING (MAY 1995)

When preparing a quotation for a prospective site, offerors must visit each installation site and survey its electrical power system to determine the system's adequacy for operation of the offered system. The contractor will be required to provide protective methodology or device necessary to protect the entire system from:

- (1) Damage due to electrical power problems, including brownouts, emergency power interruptions, electrical surges, sags, electrical storms, etc.
- (2) Image degradation due to electrical power problems.

Items that may be affected by power line transients MUST include power line transient suppressors (to be included in unit price).

852.211-70 SERVICE DATA MANUAL (NOV 1984)

(a) The successful offeror will supply **two (2)** operation/service (maintenance) manuals* with each piece of equipment. As a minimum, the manual(s) shall be bound and equivalent to the manual(s) provided the manufacturer's designated field service representative as well as comply with all the requirements in paragraph (b) through (i) of this clause. Sections, headings and section sequence identified in (b) through (i) of this clause are typical and may vary between manufacturers. Variances in the sections, headings and section sequence, however, do not relieve the manufacturer of his/her responsibility in supplying the technical data called for therein.

(b) Title Page and Front Matter -- The title page shall include the equipment nomenclature, model number, effective date of the manual and the manufacturer's name and address. If the manual applies to a particular version of the equipment only, the title page shall also list that equipment's serial number. Front matter shall consist of the Table of Contents, List of Tables, List of Illustrations and a frontispiece (photograph or line drawing) depicting the equipment.

(c) Section I, General Description -- This section shall provide a generalized description of the equipment or devices and shall describe its purpose or intended use. Included in this section will be a table listing all pertinent equipment specifications, power requirements, environmental limitations and physical dimensions.

(d) Section II, Installation -- Section II shall provide pertinent installation information. It shall list all input and output connectors using applicable reference designators and

functional names as they appear on the equipment. Included in this listing will be a brief description of the function of each connector along with the connector type. Instructions shall be provided as to the recommended method of repacking the equipment for shipment (packing material, labeling, etc.).

(e) Section III, Operation -- Section III will fully describe the operation of the equipment and shall include a listing of each control with a brief description of its function and step-by-step procedures for each operating mode. Procedures will use the control(s) nomenclature as it appears on the equipment and will be keyed to one or more illustrations of the equipment. Operating procedures will include any preoperational checks, calibration adjustments and operation tests. Notes, cautions and warnings shall be set off from the text body so they may easily be recognizable and will draw the attention of the reader. Illustrations should be used wherever possible depicting equipment connections for test, calibration, patient monitoring and measurements. For large, complex and/or highly versatile equipment capable of many operating modes and in other instances where the Operation Section is quite large, operational information may be bound separately in the form of an Operators Manual. The providing of a separate Operators Manual does not relieve the supplier of his responsibility for providing the minimum acceptable maintenance data specified herein. Where applicable, flow charts and narrative descriptions of software shall be provided. If programming is either built-in and/or user modifiable, a complete software listing shall be supplied. Equipment items with software packages shall also include diagnostic routines and sample outputs. Submission information shall be given in the Maintenance Section to identify equipment malfunctions which are software related.

(f) Section IV, Principles of Operation -- This section shall describe in narrative form the principles of operation of the equipment. Circuitry shall be discussed in sufficient detail to be understood by technicians and engineers who possess a working knowledge of electronics and a general familiarity with the overall applications of the devices. The circuit description should start at the overall equipment level and proceed to more detailed circuit description. The overall description shall be keyed to a functional block diagram of the equipment. Circuit descriptions shall be keyed to schematic diagrams discussed in paragraph (i) below. It is recommended that for complex or special circuits, simplified schematics should be included in this section.

(g) Section V, Maintenance -- The maintenance section shall contain a list of recommended test equipment, special tools, preventive maintenance instructions and corrective information. The list of test equipment shall be that recommended by the manufacturer and shall be designated by manufacturer and model number. Special tools are those items not commercially available or those that are designed specifically for the equipment being supplied. Sufficient data will be provided to enable their purchase by the Veterans Administration. Preventive maintenance instructions shall consist of those recommended by the manufacturer to preclude unnecessary failures. Procedures and the recommended frequency of performance shall be included for visual inspection, cleaning, lubricating, mechanical adjustments and circuits calibration. Corrective maintenance shall consist of the data necessary to troubleshoot and rectify a problem and shall include procedures for realigning and testing the equipment. Troubleshooting shall include either a list of test points with the applicable voltage levels

or waveforms that would be present under a certain prescribed set of conditions, a troubleshooting chart listing the symptom, probable cause and remedy, or a narrative containing sufficient data to enable a test technician or electronics engineer to determine and locate the probable cause of malfunction. Data shall also be provided describing the preferred method of repairing or replacing discrete components mounted on printed circuit boards or located in areas where special steps must be followed to disassemble the equipment. Procedures shall be included to realign and test the equipment at the completion of repairs and to restore it to its original operating condition. These procedures shall be supported by the necessary waveforms and voltage levels, and data for selecting matched components. Diagrams, either photographic or line, shall show the location of printed circuit board mounted components.

(h) Section VI, Replacement Parts List -- The replacement parts list shall list, in alphanumeric order, all electrical/electronic, mechanical and pneumatic components, their description, value and tolerance, true manufacturer and manufacturers' part number.

(i) Section VII, Drawings -- Wiring and schematic diagrams shall be included. The drawings will depict the circuitry using standard symbols and shall include the reference designations and component values or type designators. Drawings shall be clear and legible and shall not be engineering or production sketches.

***NOTE 1:** One copy of the required manual under 852.211-70, Service Data Manuals may be furnished in an electronic format, provided the ability to read this format exists at the customer facility if the delivered system is inoperative.

NOTE 2: For shipboard systems, two (2) copies of the manuals shall be provided to the Commanding Officer, Naval Medical Logistics Command, Fort Detrick, Frederick, MD 21702-5015, for review and acceptance. These copies shall be provided within 30 days of award of the first Delivery Order for each different shipboard system offered. Failure of manuals to comply with this clause may be reason for termination of the Delivery Order.

AS3000 SOFTWARE AND OPERATING SYSTEM REQUIREMENTS (MAR 2005)

Software (e.g.: image acquisition, manipulation, reconstruction, analysis, display, etc.), including any Off the Shelf commercial Operating System (OS) necessary for operation and maintenance of the system being purchased, are to be provided by the contractor. Software and commercial OS provided must be the most recent version, or no older than one version prior to the most recent version. The software and OS updates compatible with the offered system's hardware shall be kept current at no cost to the Government as long as the equipment is in use in VA or other Government agency health facility. Also, refer to FAR Clause 52.227-19, which appears elsewhere in this solicitation.

- For the purpose of this clause, updates are defined as all modifications to correct or improve system operation and current functions including known

remedies for security vulnerabilities. Upgrades, defined as providing additional functions, will be made available for purchase.

- Revisions or modifications, which include both updates and upgrades, shall be provided at no cost. The contractor may restrict added upgrade functions if restriction does not limit existing functions.
- Modification of software by the Government will not be made without prior consent of contractor.
- Software and commercial OS provided must not be self-canceling, which is interpreted to mean the function of the software will not be stopped due to elapsing time or other condition not identified with original equipment purchase. The prime contractor is responsible to ensure any third-party provided software is included in this restriction. No "renewable" licenses or agreements will be entered into by either the Contracting Officer or the using facility.

AS1363 DRAWINGS and ROOM PREPARATION INSTRUCTIONS (MAY 1995)

The contractor is responsible for visiting the site of installation, surveying power and other utility requirements, room dimensions and other physical characteristics of the room necessary for proper room layout and providing the Chief, Acquisition and Materiel Management Service or his/her designee with two (2) complete layout plans, room preparation drawings acceptable for construction, two (2) complete sets of face printed sepias, and instructions within 30 days after receipt of delivery order. Such instructions shall specifically indicate the point at which the responsibility for utility connections will be assumed by the contractor. It shall be the responsibility of the Government to comply with the furnished drawings and/or instructions to provide for the proper installation. Contractor is to make maximum use of existing structures (i.e., wall/ceiling mounts, junction boxes, raceways and conduits) in preparation of drawings. Power line recommendations should conform to National Electrical Code NFPA 70.

Any changes necessary to complete installation caused by incomplete or erroneous drawings and/or instructions furnished will be the responsibility of the equipment contractor.

The contractor will identify a responsible and knowledgeable representative to explain the drawings and make any necessary changes. This representative will visit the site upon request of the VA for review and clarification of the drawings. More than one visit may be required if significant changes are required.

AS1366 CONTRACTOR'S RESPONSIBILITY IN CONNECTION WITH INSTALLATION (MAY 1995)

The price quoted shall include cost of installation, which consists of assembling, positioning, and mounting of all equipment listed on the delivery order and connections of all cables. The hospital is responsible for furnishing all conduit and raceways unless specified otherwise on the delivery order. The equipment contractor is responsible for furnishing and pulling interconnecting wiring and cabling through conduit and raceways, and for making any connections. Interconnecting wiring and cabling which do not run through conduit and raceways shall be furnished and installed by the equipment contractor. It is the responsibility of the equipment contractor to install junction boxes, wall/ceiling mounts and support structures supplied by the equipment contractor. The equipment contractor must provide well qualified field engineers or technicians to install and conduct all necessary tests which shall begin within (10) ten days after receipt of notice to proceed from the Chief, Acquisition and Materiel Management Service at the affected hospital. Once installation is started, it shall be continuous, eight (8) hours per day coinciding with the regular working hours at the hospital. Compliance with this requirement shall be manifest by the continuous presence of the engineers or technicians on the job site during the daily working period. Installation shall be continuous, without interruption, until all installation and testing work has been completed. The contractor must provide the physical movement of the equipment from the storage point at final destination, to the area of installation, and the uncrating of the equipment.

Rigging and special handling costs, if required, to move the equipment from dock area to the installation site within the consignee's premises, shall be borne by the equipment contractor.

End of Part I

PART II -- CONTRACT TERMS AND CONDITIONS

**52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS
(OCT 2003)**

(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. 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 Government wide 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 the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). 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 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, contract 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—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), 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 immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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.

Tailoring of Paragraph (p), warranty. See clause 852.211-71 for additional warranty terms.

(p) *Limitation of liability.*(Tailored) Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government in a breach of warranty action 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. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 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, and Compliance with Laws Unique to Government Contracts 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) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be

separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

**ADDENDA TO 52.212-4, CONTRACT TERMS AND CONDITIONS -
COMMERCIAL ITEMS**

The following clauses are addenda to Clause 52.212-4.

52.211-5 Material Requirements (Aug 2000)

(a) *Definitions.*

As used in this clause-

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

"Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Remanufactured" means factory rebuilt to original specifications.

"Virgin material" means-

- (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
- (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 31, 2011.

II-1 GUARANTEED MINIMUM (NOV 2001)

The minimum quantity of supplies that the Government agrees to order during the period of this contract is \$2,500. If, at the conclusion of the contract period the contractor has received orders for less than \$2,500, the Government will pay (upon request) the difference between the amount ordered and the \$2,500.

- (a) Request for payment of any amount due under this clause shall be submitted in writing to the contracting officer within 30 days after the end of the contract period.
- (b) The guaranteed minimum does not apply if the contract is terminated for cause.

II-2 ACTIVITY AUTHORIZED TO ISSUE ORDERS

THE VA NATIONAL ACQUISITION CENTER, NATIONAL CONTRACTS SERVICE (049A1N1D) AND DEFENSE SUPPLY CENTER PHILADELPHIA, 700 Robbins Avenue, Philadelphia, PA 19111-5092 ARE THE ONLY ACTIVITIES AUTHORIZED TO PLACE DELIVERY ORDERS UNDER THIS CONTRACT EXCEPT AS OTHERWISE DELEGATED IN WRITING. Individual facilities of the Department of Veterans Affairs and other non-Department of Defense Federal Agencies are hereby delegated authority to place delivery orders valued at \$50,000 or less for equipment under this contract.

II-3 VOLUNTARY PRICE REDUCTIONS (NOV 2001)

Contractors may voluntarily reduce contract prices at any time during the contract period. Reductions may be offered on an individual order basis or for all orders under the contract for a specified time.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty days before the contract expires; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. When the contractor receives their 60 days notice to exercise the option years an updated pricelist can be furnished at this time. (ie Current part numbers, descriptions etc.) The preliminary notice does not commit the Government to an extension.

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

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

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 1, 2006, or date of award through August 31, 2007. If the option(s) to renew are exercised, orders may be issued through the expiration of each option year period.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

NOTE: (Also See page 30 II-2 ACTIVITY AUTHORIZED TO ISSUE ORDERS).

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of \$3,000,000.00;
- (2) Any order for a combination of items in excess of \$9,000,000.00; or
- (3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

II-4 HARDWARE UPGRADES (NOV 2001)

(a) If hardware upgrades become available after award of a delivery order but prior to delivery of the equipment, the contractor is requested to offer them to the Contracting Officer for consideration.

(b) The contractor's proposal for such upgrades shall include the following information:

- (1) Pricing information, to include both the price of the equipment to be added and the equipment to be deleted.
- (2) Specific awarded items that shall be changed if the proposal is awarded.
- (3) Performance data, including both comparison to the specification requirements and to the equipment on contract.
- (4) A detailed description of the differences between the awarded items and those being proposed, and a specific analysis of the comparative advantages/disadvantages of the items involved.
- (5) An evaluation of the effect proposed changes will have on the life cycle of the equipment and an associated cost impact as it relates to site preparation, installation, maintenance, and operational expense.
- (6) An analysis of the timeframe required to institute the change.

AS963 PARTIAL DELIVERIES (MAY 1995)

Delivery of equipment by the scheduled date shown on delivery order will be complete except as authorized by the contracting officer. **There will not be any partial deliveries unless authorized by the contracting officer.**

II-5 TIME OF DELIVERY (JAN 2001)

(a) Delivery shall be made within 120 calendar days after receipt of delivery order (ARO). The required delivery date will be annotated on each individual delivery order. Delivery dates specified on delivery orders may be adjusted by the contracting officer to coincide with the date the hospital will be ready to receive installation. The contracting officer will advise the contractor of the new delivery date at least 45 days prior to the original or adjusted delivery dates.

(b) In the event that the government is unable to accept delivery as scheduled and the contracting officer fails to notify the contractor of a new delivery date within 45 calendar days prior to the scheduled delivery date, interim storage may be authorized by the contracting officer. Interim storage shall be at the contractor's cost and risk.

(c) Contractors shall request interim storage in writing to the contracting officer. Each request shall include the following:

- (1) The catalog and serial numbers of all major components of the system to be placed in interim storage.
- (2) Identification of the warehouse and address where the items will be stored.

(d) Contractors may request an 80% commercial interim payment once written approval of the interim storage is received from the contracting officer. Payment will be authorized as of the scheduled delivery date.

(e) The government reserves the right to inspect the warehouse where the government's orders have been placed in storage.

II-6 COMMERCIAL INTERIM PAYMENT

(a) Definition: A commercial interim payment is a payment given to the contractor after some work has been done (FAR 32.202-2). For the purposes of this contract, delivery of the equipment shall constitute "some work done".

(b) Upon delivery of the equipment, the contractor is entitled to a single interim payment consisting of 80 percent of the purchase price. To receive the interim payment, the contractor shall submit an invoice in the amount of the equipment purchase price. The invoice shall be submitted in accordance with 52.212-4, Contract Terms and Conditions -- Commercial Items, paragraph (g) and the "Remittance Address" instructions provided herein.

(c) Verification of the contractor's entitlement to the interim payment shall be accomplished by the medical center providing to the contracting officer a receiving report confirming receipt of the equipment. **NOTE: For orders placed by DSCP, a DD Form 250 will be the only acceptable format for the Receiving Report.** Upon receipt of the receiving report and the contractor's properly submitted invoice, the contracting officer shall authorize and process the 80 percent interim payment.

(d) The Government shall retain the remaining 20 percent of the purchase price until such time as the installation has been completed and the Government has inspected and accepted the installed equipment.

(e) Commercial interim payments are contract financing payments for prompt payment purposes and therefore are not subject to the interest penalty provisions of the Prompt Payment Act.

AS1367 INSTALLATION OF EQUIPMENT (MAY 1995)

Upon receipt of notice to proceed with installation, it shall be the contractor's responsibility to inform the Contracting Officer of any problems which may be anticipated in connection with installation or which will affect optimum performance once installation is completed. Such matters as inadequacy of power supply, limitations of site or inadequate preparation of site shall be reported prior to start of installation. Installation shall not proceed under such circumstances until authorized by the Contracting Officer.

In the event that progress of the installation is interrupted through no fault of the contractor, the continuous installation referenced in the preceding paragraphs may be terminated until such time as the cause of delay has been eliminated, and then shall be resumed within twenty-four (24) hours after the contractor has been notified that work may again proceed. Such termination of continuous installation shall be made only after two (2) hours notice has been given to the Chief, Acquisition and Materiel Management Service or person acting in that capacity at the hospital receiving installation. Contractor must notify the Contracting Officer within 48 hours of termination of installation.

Unless otherwise authorized by the Contracting officer, installation of equipment shall in no event exceed thirty (30) days per room from the date of notice to proceed with installation.

AS1365 TRAINING OF OPERATING PERSONNEL (MAY 1995)

The contractor shall be responsible for providing orientation and training for a minimum of two using personnel in the operation and care of the equipment furnished. If off-site training is required, the contractor is required to provide all necessary tuition, transportation, lodging, and meals. This training shall include actual demonstration and operation of the equipment including any adjustments or other actions which may be undertaken by operating personnel in the event of failure of equipment, provided that such adjustment or action will in no way jeopardize the Government's rights under contract guarantee clause. This training will be given by qualified contractor personnel upon completion of installation and shall be the offeror's commercially provided training. The contractor will consult with the Chief, Acquisition and Materiel Management Service at the site (or person acting in that capacity) regarding the time this training will begin. That official will be responsible for arranging for the presence of personnel to be trained.

II-7 ACCEPTANCE PROCEDURES (AUG 2001)

(a) Upon completion of installation, the equipment shall be turned over to the hospital for use and the contractor shall furnish a written notice of readiness for inspection to the Contracting Officer who placed the order, at either VA National Acquisition Center, National Contracts Service (049A1N1D), Post Office Box 76, Hines, IL 60141 or the Defense Supply Center Philadelphia, Attn: DPSC-MQX, Directorate of Medical Materiel, 700 Robbins Avenue, Philadelphia, PA 19111.

Submission of this notice by electronic mail is not acceptable. Final acceptance of the equipment and installation will be based upon an inspection and test to be performed at Government expense within (30) calendar days from receipt of request for inspection.

(b) In the event the equipment is rejected, contractor will be advised as to deficiencies which were cause for rejection. It shall be the contractor's responsibility to correct reported deficiencies and to advise the Contracting Officer when all corrections have been made and equipment is ready for re-inspection. Re-inspection(s) will be performed by the Government with all costs incurred chargeable to the contractor's account.

(c) *Conditional Acceptance.*

(1) If the initial acceptance inspection is not conducted within thirty (30) calendar days from the date of the Government's receipt of the contractor's notification of readiness, the Government will conditionally accept the equipment and installation and establish a preliminary guarantee period. Conditional acceptance is not automatic; the contractor must request it in writing. The thirty-day conditional acceptance period applies **only** to the initial inspection; it does not apply to reinspections.

(2) Conditional acceptance does not waive the rights of the Government to perform an initial inspection at the Government's expense, nor does it waive the right of the Government to perform reinspections if deficiencies are noted, with reinspection costs incurred chargeable to the contractor's account. If the Government's inspection or reinspection reveals that the equipment was not ready for inspection, the Government shall adjust the guarantee date to commence upon the date of full contract compliance.

(3) Such conditional acceptance shall not negate the right on the part of the Government to exercise its rights under the Termination for Cause provisions of the contract.

(d) (1) In the event the equipment is rejected, contractor will be advised in writing as to the deficiencies which were cause for rejection. It shall be the contractor's responsibility to correct the reported deficiencies and to advise the Contracting Officer when all corrections have been made and equipment is ready

for re-inspection. Re-inspection(s) will be performed by the Government with all cost incurred chargeable to the contractor's account.

In the event the equipment is rejected, contractor will be advised as to deficiencies which were cause for rejection. It shall be the contractor's responsibility to correct reported deficiencies and to advise the Contracting Officer when all corrections have been made and equipment is ready for re-inspection. Re-inspection(s) will be performed by the Government with all costs incurred chargeable to the contractor's account.

(2) If the request for re-inspection is received by the Contracting Officer within the time specified for response in the Government's notice of rejection and the re-inspection confirms that the reported deficiencies have been corrected, the date of acceptance and of the commencement of the guarantee period will be the date the notice of readiness for the original inspection was received by the Contracting Officer.

(3) If the request for reinspection is received by the Contracting Officer after the date specified for response and the reinspection confirms that the reported deficiencies have been corrected, the guarantee commencement date shall then be the date the notice of readiness for reinspection was received by the Contracting Officer preceding final acceptance.

(e) Use of the equipment during the period between the completion of installation and the inspection and/or between the inspection and the reinspection shall not negate the right on the part of the Government to reject the equipment should it fail, nor to preclude Termination for Cause action against the contractor.

(f) For the sole purpose of determining the payment due date under this contract, the date of acceptance of the goods or services provided under this contract shall be the actual date of acceptance by the Government or the number of days after request for inspection indicated herein, whichever is earlier, provided delay in acceptance is not the fault of the contractor.

852.211-71 GUARANTEE (NOV 1984)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of one (1) year, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material which are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

AS1370 SERVICE PRIOR TO AND DURING GUARANTEE PERIOD (MAY 1995)

Prior to and during the guarantee period, service at other than normal working hours (8:00 a.m. - 5:00 p.m., excluding weekends and holidays), if at the request of the hospital, will be charged at an hourly rate which is the difference between current regular rate and overtime rate. Otherwise, all services will be performed at no charge to the Government during this period.

AS1369 SERVICE (MAY 1995)

Maintenance and routine service under guarantee shall be provided within 24 hours of notice from the Chief, Acquisition and Materiel Management Service or his/her designated representative. A routine service request will be issued upon any failure which degrades system performance but does not prevent continuation of patient care.

Emergency service by a qualified engineer must be provided within 4 hours of notification. Telephone response does not satisfy this requirement. An emergency service request will be issued upon any failure which prevents systems operation and disrupts continued patient care.

Contractor Service Personnel. Contractor service personnel (FSTs) shall be English speaking (fluent), and required to show documentation of professional formal training on the equipment and at least annual continuing education, per JCAHO. OCONUS service personnel shall be a US citizen or National of Host Country.

AS1362 SERVICE DURING WARRANTY (MAY 1995)

The one year warranty after acceptance will include all parts, labor, preventive maintenance and adjustments necessary for operation of the equipment at a level meeting all requirements of the purchase description/salient characteristics/specifications.

AS1360 AVAILABILITY OF PARTS AND SERVICE (MAY 1995)

The contractor guarantees availability of servicing and replacement parts for a period of ten (10) years*.

* **Tailoring**: This is determined as the standard life expectancy of the equipment.

II-8 OPERATIONAL UPTIME

(a) Unit must be operable and available for use 95% of the normal operational time until expiration of the guarantee period. Operational time is considered 7:00 am - 10:00 p.m. Repairs are to be made during normal work hours. Downtime will be computed from notification during normal work hours. Scheduled maintenance will be excluded from downtime. (Normal work hours are 8:00 am - 5:00 p.m., Monday through Friday, excluding national holidays.) Failure to meet this requirement for three consecutive months will be grounds for termination for cause under paragraph (m) of clause 52.212-4, "Contract Terms and Conditions -- Commercial Items".

(b) Refusal of access to the equipment indicates that the unit is up and running and time will not be considered when determining downtime. Refusal of access to the equipment voids the service request.

AS1372 SERVICE BULLETINS (MAY 1995)

Two (2) copies of each service bulletin affecting safety or maintenance of equipment furnished under this contract will be forwarded to the receiving activity for a period of ten (10) years after date of delivery. One additional copy of all service bulletins, hazard notices, and safety notices issued is to be forwarded to the following address: Center for Engineering and Occupational Safety & Health (138F)1 Jefferson Barracks Rd. Bldg 65, St. Louis, MO 63125

52.227-19 COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS (JUN 1987)

(a) As used in this clause, "restricted computer software" means any computer program, computer data base, or documentation thereof, that has been developed at private expense and either is a trade secret, is commercial or financial and confidential or privileged, or is published and copyrighted.

(b) Notwithstanding any provisions to the contrary contained in any Contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this purchase order/contract, and irrespective of whether any such agreement has been proposed prior to or after issuance of this purchase order/contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, contractor agrees that the Government shall have the rights that are set forth in paragraph (c) of this clause to use, duplicate or disclose any restricted computer software delivered under this purchase order/contract. The terms and provisions of this contract, including any commercial lease or license agreement, shall be subject to paragraph (c) of this clause and shall comply with Federal laws and the Federal Acquisition Regulation.

(c)(1) The restricted computer software delivered under this contract may not be used, reproduced or disclosed by the Government except as provided in paragraph (c)(2) of this clause or as expressly stated otherwise in this contract.

(2) The restricted computer software may be—

(i) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(ii) Used or copied for use in or with backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to same restrictions set forth in this purchase order/contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this purchase order/contract; and

(vi) Used or copied for use in or transferred to a replacement computer.

(3) If the restricted computer software delivered under this purchase order/contract is published and copyrighted, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in paragraph (c)(2) of this clause unless expressly stated otherwise in this purchase order/contract.

(4) To the extent feasible the Contractor shall affix a Notice substantially as follows to any restricted computer software delivered under this purchase order/contract; or, if the contractor does not, the Government has the right to do so:

Notice—Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract (or Purchase Order) No. _____.

(d) If any restricted computer software is delivered under this contract with the copyright notice of 17 U.S.C. 401, it will be presumed to be published and copyrighted and licensed to the Government in accordance with paragraph (c)(3) of this clause, unless a statement substantially as follows accompanies such copyright notice:

Unpublished—rights reserved under the copyright laws of the United States.

52.232-17 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) 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 Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

852.270-4 COMMERCIAL ADVERTISING (NOV 1984)

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.

AS214 PRODUCT MODIFICATION, REMOVAL OR RECALL (MAR 1997)

If any product awarded under this solicitation requires modification, is removed or recalled by the contractor or manufacturer, or if any required modification, removal or recall is suggested or mandated by a regulatory or official agency, the following steps will immediately be taken by the contractor or manufacturer:

a. Notify the Contracting Officer, National Contracts Service (049A1N1D), VA National Acquisition Center, P.O. Box 76, Building 37, Hines, IL 60141, in writing, by the most expeditious manner possible. Provide two copies of the notification which shall include, but not be limited to the following:

- (1) Complete item description and/or identification, order numbers from customers, and the contract number assigned as a result of an award on this solicitation.
- (2) Reasons for modifications, removal or recall.
- (3) Necessary instructions for return for credit, replacement or corrective action.

b. Provide the above information to all agencies and VA Facilities who purchased the product.

c. The National Contracts Service (049A1N1D) shall be provided a copy of the notification in b. above, and a list of all agencies and/or VA facilities notified.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JULY 2005)

Contract Terms and Conditions Required to Implement Statutes or Executive Orders—
Commercial Items (July 2005)

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

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(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:

[Contracting Officer check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (Mar 1999) of 52.219-5.

___ (iii) Alternate II (June 2003) of 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6)(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.

[X] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

- (8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (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.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (July 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

[X] (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X] (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[X] (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 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:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).
 - (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 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.

ADDENDA TO 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS

The following clauses and provisions are addenda to Clause 52.212-5.

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JULY 2005)

Small Business Subcontracting Plan (July 2005)

(a) This clause does not apply to small business concerns.

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

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Contractor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business,

HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate

the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled “Utilization Of Small Business Concerns;” or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor’s format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

End of Part II

PART III – CLAUSES UNIQUE TO DSCP ORDERS

The clauses in this Part are applicable only to delivery orders placed by the Defense Supply Center Philadelphia.

52.212-9000 PRIORITY RATING (MAR 1992) DLAR

This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700) which requires contractors to utilize said rating in obtaining the products, materials, and supplies needed to fill their contracts. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise the DCMD or the appropriate DSC priorities and allocations (P&A) officer through the cognizant ACO or contracting officer. The P&A officer or the DCMD industrial specialist will provide necessary assistance or will provide the necessary instructions to complete DoC ITA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the Department of Commerce which, upon receipt, will take action to make the needed supplies available to the applicant.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 1995) DFARS

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- 252.205-7000** Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- 252.206-7000** Domestic Source Restriction (10 U.S.C. 2304).
- 252.219-7001** Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns (Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
- 252.219-7002** Notice of Small Disadvantaged Business Set-Aside (Alternate I)(15 U.S.C. 644) (Suspended/PROCLTR 95-39)
- 252.219-7003** Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts)(15 U.S.C. 637).
- 252.219-7005** Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions (Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
- 252.219-7006** Notice of Evaluation Preference for Small Disadvantaged

- Business Concerns (___ Alternate I)(15 U.S.C. 644).
- 252.225-7012** Preference for Certain Domestic Commodities.
 - ___ **252.225-7014** Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
 - 252.225-7015** Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
 - ___ **252.225-7027** Limitation on Sales Commissions and Fees (12 U.S.C. 2779).
 - ___ **252.225-7028** Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
 - 252.227-7015** Technical Data -- Commercial Items (10 U.S.C. 2320).
 - 252.227-7037** Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
 - 252.225-7001** Buy American Act and Balance of Payments.
 - 252.225-7007** Trade Agreement Act.
 - ___ **252.233-7000** Certification of Claims and Requests for Adjustment or Relief (10 U.S.C. 2410).
 - ___ **252.242-7002** Submission of Commercial Freight Bills for Audit (31 U.S.C. 3726).
 - 252.247-7024** Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).
 - ___ **252.249-7001** Notification of Substantial Impact on Employment (10 U.S.C. 2501 note).

52.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

- (a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.
- (b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --
- (1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of Commercial and Government Entity (CAGE) Code;
 - (2) Complete Section A and forward the form to DLSC; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

52.212-9P23 PLACE OF PERFORMANCE (JAN 1992) DPSC

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation (52.214-14 or 52.215-20) information pertinent to the place of performance. Failure to furnish this information with the bid may result in rejection of the offer/bid.

(b) No change in the place(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the contracting officer's written approval.

(c) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

(d) When a subcontractor is to perform any portion of the work called for in this solicitation or in any resulting contract, the contracting officer may require a copy of the subcontracting agreement. If a copy of the agreement is requested, the contracting officer will furnish a DSCP Form 1780, Addendum to Subcontracting Agreement, for execution, signature and return by the offeror/prime contractor.

52.232-9P01 MARKING DANGEROUS OR HAZARDOUS MATERIALS (JAN 1992) DPSC

(a) In the shipment of dangerous or hazardous materials, the contractor shall mark outer containers and furnish information as requested by the government transportation office responsible for cargo movement.

(b) The contractor shall identify hazardous materials as established in:

(1) Department of Transportation (DOT); Hazardous Materials Regulations, Tariff No. B0E-6000, Parts 171-177.

(2) American National Standard for the Precautionary Labeling of Hazardous Industrial Chemicals, 2129.1-1976.

(c) The contractor shall place all required markings, on outer shipping containers of hazardous materials in accordance with CFR 49, Subpart D, of Part 172 and MIL-STD-129 (Also see Part 178, 49 CFR for DOT shipping containers and packaging specifications).

(d) The contractor will insure that the following data is shown on shipping papers:

(1) Description of the dangerous article by the true shipping name as shown in the commodity list in 49 CFR 172.101. For export by water only, if shipping is named in an N.O.S. (not otherwise specified) entry, further identification by clear text chemical name is required to be shown in parentheses.

(2) Classification of the item as prescribed in 49 CFR 172.101.

(3) Total quantity by weight, volume, or as otherwise appropriate. For transportation by water, see 49 CFR 172.203(i).

(4) The following certificate which must be signed by the shipper: "This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation."

(5) For water shipments only, show name of shipper.

(6) DOT hazard identification numbers (UN or NA) on appropriate shipping documents and Government Bill of Lading. The UN or NA numbers can be found in Sections 172.101, Column 3A or Section 172.102, Column 4 of 49 CFR Parts 100-177. For tank shipments having a capacity of more than 110 gallons, on panels or placards as specified in Section 172.332 of 49 CFR Parts 100-177.

(e) Air Shipments:

(1) For commercial air shipments, the contractor shall complete the "International Air Transport Association Shipper's Declaration For Dangerous Goods" form and present it with the shipment to the carrier.

(2) For military air shipments, the contractor shall complete the "Special Handling Data/Certification DD Form 1387-2" and affix it to outer shipping containers in accordance with MIL-STD-129.

52.247-9P01 DATA CONTENT, FORMAT AND MARKING REQUIREMENTS FOR OVERSEAS SHIPMENT ADDRESS (JAN 1992) DPSC

(a) The data content for address marking is contained in the schedule of the contract/purchase order. Any information not shown therein which is required for address marking is either contractor generated or, if unknown, the contractor will obtain the necessary marking from the administering transportation officer.

(b) The specified format, marking requirements and procedures for application of address marking are contained in the Military Standard, Marking for Shipment and Storage (MIL-STD-129).

(c) The Military Shipment Label (DD Form 1387) will be used for all shipments. See Paragraph 5.2.1. of MIL-STD-129 for additional information.

(d) The principal means of shipment identification is the transportation control number (TCN). The TCN is a 17 digit alpha-numeric code assigned for each line item.

(1) The first 14 digits will be the document number (Doc No) identified on the order for each line item.

(2) The 15th digit will always be "X".

(3) The 16th digit will be used to identify the partial and/or complete shipment of the line item.

(4) The 17th digit will always be "X".

(e) If one load constitutes the complete shipment of the item, the 16th digit will be "X". (For example, if the item is shipped complete in one load, the TCN will be WK4FV1 9090 7800 XXX). If there is more than one load, but not in excess of 25 carloads or truckloads for the line item, the 16th digit will reflect each partial shipment, utilizing letter "A" for the first load, "B" for the second load, "C" for the third load, etc., except that the letter "X" will not be used (its use is limited to identifying a one-load complete shipment); and the letter "Z" will always be used to identify the last partial of the shipment.

For Example: WK4FV1 9090 7805 XAX (First Load)
WK4FV1 9090 7805 XBX (Second Load)
WK4FV1 9090 7805 XZX (Last Load)

If more than 25 partial shipments are required, contact the administering transportation officer for further instructions. (USE ONLY FOR OVER SEAS SHIPMENTS)

End of Part III

PART IV -- INSTRUCTIONS TO OFFERORS

52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JAN 2005)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(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 FAR 52.212-3 (see FAR 52.212-3(j) 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.

* TAILORING OF PARAGRAPH (c), PERIOD FOR ACCEPTANCE OF OFFERS: The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers.

(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 or commercial items 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 commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the—

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained—

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next

otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(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 items, the make and model of the item 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.

**ADDENDA TO 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL
ITEMS**

The following clauses and provisions are addenda to Clause 52.212-1.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Multiple Award, Fixed Price Indefinite-Delivery/Indefinite-Quantity contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) 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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer (049A1N1D)
National Contracts Service
VA National Acquisition Center
P.O. Box 76
Hines, IL 60141

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

852.233-70 PROTEST CONTENT (JAN 1998)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual ground of the protest, including a description of the resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW, Washington, DC, 20420, or, for solicitations issued by the Office of Facilities Management, the Chief Facilities Management Officer, Office of Facilities Management, 810 Vermont Avenue, NW, Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

III-1 FDA CERTIFICATION

Proof of FDA 510(k) premarket notification, for all offered products that require this certification, must be provided with offer. Alternatively, the offeror may

represent that all required certifications are available and may be produced individually on demand.

III-2 INSTRUCTIONS FOR SUBMITTING PROPOSAL

Proposal Organization: The offeror shall submit its proposal in two volumes in the format and quantities described below:

<u>Volume</u>	<u>Volume Title</u>	<u>No. of Copies</u>
I	Business Proposal	5
II	Technical Proposal	5

The volumes shall be submitted in a sealed envelope or package. The envelope or package shall be addressed to the office specified in the solicitation and shall show the time specified for receipt, the solicitation number, and the name and address of the offeror.

1. Business Proposal Content:

- a.** The offeror shall submit a pricing proposal consisting of a properly completed and signed solicitation document (SF 1449).
- b.** Offeror shall submit four (4) printed copies of a dated, published commercial price list of all equipment offered in the proposal. This includes price list catalogs or other documentation setting forth the prices charged the general public.
- c.** Each offeror shall submit a completed Discount & Pricing Information Worksheet (Part IV, Attachment 4), as described in that attachment, providing information that supports the discount(s) offered.
- d.** Each offeror shall include the company's income statement for the last fiscal year.
- e.** Offerors that are a large business shall submit, for approval, a Small Business Subcontracting Plan or a copy of the current approved plan.
- f.** Offerors shall include their restocking policy, including the restocking charge.
- g.** For each of its three most recently completed contracts and two current contracts, the offeror shall submit the following information on past performance:
 - (1) Contract number
 - (2) Location where equipment was installed
 - (3) Type and model of equipment installed
 - (4) Customer point of contact and telephone number

h. Offerors taking exception to any terms, conditions, or requirements of the solicitation shall list them separately.

2. Technical Proposal Content:

a. Offeror shall provide standard system layout information, showing space required, utilities, and floor loading, if applicable, for each system offered.

b. Specifications, system trees (offeror's logic progression for developing a complete system, if not pre-determined), and descriptive literature corresponding to each system or component proposed. **NOTE:** it is the offeror's responsibility to continue to provide updated copies of descriptive literature for any subsequent contract awarded as a result of offeror's proposal.

c. Offeror shall indicate on a separate sheet of paper, the model and/or catalog number and description of each product and components being proposed which meet the Government's minimum purchase descriptions.

d. Offeror shall indicate on a separate sheet of paper the comparison of the equipment he/she proposes to furnish for each element of the Government's minimum purchase descriptions shown contained in A, B, C. Comparison is to list performance capabilities of offered equipment, and identify the location in the technical data which describes these features. The statement "COMPLIES" is not an acceptable comparison.

e. Contractor shall state, in the "Service Facilities Description" chart at **Attachment 5**, the geographical areas for which they are to be **excluded** for consideration of requirements.

f. Offeror shall provide four (4) copies of detailed expanded product descriptions, by catalog, product, or part number, of all items/systems* offered for award under this solicitation. This submission shall be provided both in a printed format, and on magnetic (floppy) disk, 3 1/2" dual or high density, CD, or ZIP100 disk, in Microsoft Word or ASCII format. Two copies of the magnetic media are required. **In addition to the printed copy of the price list, one copy in Excel format is preferred.**

*If system descriptions in the offeror's price list do not clearly identify component parts included in the unit prices quoted, the offeror must also submit two copies of a "SPECIAL DESCRIPTIVE PRICE LIST" - maintaining identical sequence of model numbers and identical pricing.

NOTE: Failure to submit complete information in the manner described above for either the Business or Technical Proposal may be considered a "no response" and exclude the proposal from further consideration.

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

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(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

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- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

- (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
- (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial

item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(3) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

End of Part IV

**PART V -- EVALUATION OF OFFERS and
METHOD OF AWARD**

EVALUATION OF OFFERS AND METHOD OF AWARD

(a) The Government may make multiple awards for the articles and services listed herein to those responsible offerors whose offers, conforming to the request for proposals, will be most advantageous to the Government, taking into consideration price, capability of the offeror to deliver and service the equipment on a national basis, compliance with delivery requirements, and other pertinent factors. By providing a selection of comparable articles and services, ordering activities will be afforded the opportunity of fulfilling their requirements with the lowest cost item having the features which specifically meet their needs. The following factors shall be used to evaluate offers:

1. Technical capability of the item offered to meet the Government requirement.
2. Price. The Government will evaluate the offered discounts from the offeror's published list prices.
3. Past performance. The Government will evaluate the offeror's reputation for quality and past performance. By quality and past performance, the Government means the offeror's reputation for adherence to contract schedules, including both technical and administrative aspects of performance. The Government will evaluate quality/past performance on the basis of information that may be obtained from the offeror and from other sources. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.
4. Government will be taking into consideration capability of the offeror to deliver and service the equipment on a national basis, compliance with delivery requirements, and other pertinent factors.

Technical and past performance, when combined, are of equal importance when compared to price.

(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.

IV-2 SELECTION CRITERIA FOR PLACING DELIVERY ORDERS UNDER MULTIPLE AWARD CONTRACTS

(a) Each awardee shall be provided a fair opportunity to be considered for each delivery order in excess of \$2,500.

(b) The contracting officer will consider the following evaluation factors prior to placing each delivery order:

- (1) Price
- (2) Past performance
- (3) Quality
- (4) Availability of reliable service to the hospital/using facility
- (5) Availability of features required by the hospital/using facility
- (6) Ability of the contractor to meet specified delivery times
- (7) Other relevant factors
- (8) Ability of the offered equipment to meet the VistA Modality Interface DICOM Conformance Requirements shown in Part VI, Attachment 4, when required by customer.

IV-3 EVALUATION OF METRIC PRODUCTS

Products manufactured to metric dimensions will be evaluated on an equal basis with those manufactured using inch-pound units, providing they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376, and all other requirements of this document are met.

End of Part V

PART VI -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -
COMMERCIAL ITEMS (MAR 2005)**

(a) Definitions. As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“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).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) 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 veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is is not a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each

HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It [] has [] has not developed and has on file, [] has [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It [] has [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
-	-
_____	_____

— —

— —

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.
(Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
—	—
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

-

-

-

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. 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 Act. 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 such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
—	
_____	_____
—	

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture

any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

ADDENDA TO 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS

The following clauses and provisions are addenda to Clause 52.212-3.

AS1526 AUTHORIZED NEGOTIATORS (JAN 1998)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators) Additional names may be included using bond paper attachment.

AS1108 CONTACT FOR CONTRACT ADMINISTRATION (MAY 1992)

Offerors are requested to designate a person to be contacted for prompt contract administration. Additional names may be included using bond paper attachment.

NAME _____

TITLE _____

ADDRESS _____

_____ ZIP CODE _____

PHONE NO. (____) _____ 800 NO. _____

FAX NO. (____) _____

EMAIL _____

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS (NOV 1995) DFARS**

(a) *Definitions.*

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

___ **Does** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ **Does not** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include clause 252.247-7023, Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

PART VII -- ATTACHMENTS TO THE SOLICITATION

LIST OF ATTACHMENTS:

1. System Description **TURNKEY INSTALLATION.**
2. Modality Interface DICOM Conformance Requirements
3. SF-3881, ACH Contractor/Miscellaneous Payment Enrollment Form
4. Discount and Pricing Information Worksheet.
5. Service Facilities Description Chart.

**THE FOLLOWING SECTION PERTAINS TO DSCP
ISSUED ORDERS ONLY**

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2005)

This provision is now incorporated by reference. The full text can be accessed electronically at www.dla.mil/j-3/j-336/icps.htm. Once you arrive at this website, click on the Hill AFB FAR link, then click on 52.000 (located on the left-hand side of the page). Scroll down until you reach 52.212-1.

ADDENDUM TO 52.212-1

5. Solicitation Provisions Incorporated by Reference :

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The full text of any FAR, DFARS, DLAD and DSCP solicitation provision may be accessed electronically at www.dla.mil/j-3/j-336/icps.htm or obtained from the Contracting Officer.

ADDENDUM TO 52.212-1 (continued)

(ii) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages which include the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished); e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities. **If offer prices are, or are based on, discounted catalog prices**, furnish, in lieu of or in addition to the price information required by the previous sentence, the following information **for each different discount offered**:

(A) Identify the largest discount offered currently or within the preceding 12 months to any customer for that item or items.

(B) If the offered discount is lower than the largest discount offered to any customer —

(I) justify why you are unable and/or unwilling to offer that largest discount; and

(II) identify the largest discount offered currently or within the preceding 12 months to any customer for that item or items under terms and conditions that are the most comparable to those sought by the Government.

(C) If the offered discount is lower than the largest discount offered to any customer under the most comparable terms and conditions, justify why you are unable and/or unwilling to offer that largest discount.

(iii) For market-priced items, the source and date or period of the market quotation or other basis for the market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(2) For items on a FSS and/or Veterans Affairs (VA) contract, regardless of whether they are or are not commercial items, furnish a copy of, or the appropriate pages from, the FSS and/or VA contract. Unless offerors can justify that the proposed contract terms and conditions under this acquisition are less favorable than those under their FSS and/or VA contracts, award prices under this acquisition may not exceed the FSS and/or VA contract prices. For items included on an active Federal Supply Service (FSS) Multiple Award Schedule contract, proof that an exception from the submission of certified cost and pricing data has been granted for the schedule item is required if the offeror has not furnished the information required by (1) above that is adequate for the Contracting Officer to determine that the offered item(s) are commercial items.

(c) Delay in furnishing the appropriate information other than cost or pricing data that is required by paragraph (b) above and that is adequate for evaluating the reasonableness of the offered prices, may delay any potential award to that offeror. As a consequence, if the Government has indicated elsewhere in this solicitation that multiple awards are intended, delivery orders that might otherwise have been placed with that offeror may be placed with awardees that furnished the required information on a timely basis. Failure to furnish the appropriate information other than cost or pricing data that is required by paragraph (b) above and that is adequate for evaluating the reasonableness of the offered prices may result in a determination that there is insufficient information to determine the offer prices to be fair and reasonable. The Contracting Officer may determine that cost or pricing data (and an audit) is required. If ultimately there is insufficient information to determine the offer prices to be fair and reasonable, the Contracting Officer has no choice but to determine the offer prices to be unreasonable. Unreasonable offer prices may be rejected for award.

**52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS
(OCT 2003)**

This clause is now incorporated by reference. The full text may be accessed electronically at www.dla.mil/j-3/j-336/icps.htm. Once you arrive at this website, click on the Hill AFB FAR link, then click on 52.000 (located on the left-hand side of the page). Scroll down until you reach 52.212-4.

ADDENDUM TO 52.212-4

1. Addenda to 52.212-4(g)

The invoicing and payment office for orders/contracts issued herein shall be as follows:

Normal Mail Delivery: **DFAS-Columbus Center**
ATTN: DFAS-BVDPII/CC
P.O. BOX 182317
COLUMBUS, OHIO 43218-6248

Overnight Delivery: **DFAS-Columbus Center**
ATTN: DFAS-BVDPII/CC
3990 EAST BROAD STREET
BUILDING 21
COLUMBUS, OHIO 43213-1152

2. Addenda to 52.212-4(i)

Substitute the following for the first sentence:

Fast Payment procedures apply to all Direct Contractor Delivery (DVD) delivery orders, regardless of dollar value, issued against this indefinite-delivery contract. The clause at 52.213-1, *Fast Payment Procedure*, is hereby incorporated by reference.

Fast Payment procedures apply to all Direct Contractor Delivery (DVD) orders \$25,000 or less. The clause at 52.213-1, *Fast Payment Procedure*, is hereby incorporated by reference. **NOTE: Fast Pay also applies to any order, regardless of dollar value, that requires direct shipment overseas.**

3. CONTRACT CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of any FAR, DFARS, DLAD and DSCP solicitation clause may be accessed electronically at www.dla.mil/j-3/j-336/icps.htm or obtained from the Contracting Officer. The clauses listed below are incorporated by reference only when checked.

ADDENDUM TO 52.212-4

<u>CLAUSE NUMBER</u> <u>SOURCE</u>	<u>TITLE</u>	<u>DATE</u>
[X] 52.204-7 FAR	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
[X] 252.204-7004 DFARS	ALTERNATE A (to 52.204-7 Central Contractor Registration)	NOV 2003
[] 52.211-9004 DLAD	PRIORITY RATING FOR VARIOUS LONG-TERM CONTRACTS	MAR 2000
<i>(Applies to delivery orders for surge or sustainment requirements. May also apply to urgent requirements at contracting officer's discretion.)</i>		
[X] 52.211-9008 DLAD	BARCODING REQUIREMENTS FOR	FEB 2004
[X] 52.232-9P01 FAR	MARKING DANGEROUS OR HAZARDOUS MATERIALS	JAN 1992
[X] 52.246-9P08 DSCP	TESTING AT GOVERNMENT LABORATORY	JAN 1992

[X] 52.246.9P42 **WARRANTY OF BIOMEDICAL EQUIPMENT** JAN 1992

DSCP

[X] 52.242-9P08 **DELAY OF INSTALLATION FOR MEDICAL AND** JAN 1992

DSCP

LABORATORY INSTRUMENTATION

DIRECT CONTRACTOR DELIVERY (DVD)

SHIPMENTS – DD FORM 250/250c/

COMMERCIAL PACKING LIST

(Applies to all Direct Contractor Deliveries, i.e., supplies shipped directly to a customer or through a port or government Container Consolidation Point to a customer. This does not apply to depot stock deliveries.)

[X] 52. 217-9006 **LIMITATIONS ON USE OF SURGE AND** JUL 1999

DLAD

SUSTAINMENT (S&S) INVESTMENTS

4. THE FOLLOWING ADDITIONAL CLAUSES ARE INCORPORATED IN FULL TEXT:

[X] 52.216-18 **ORDERING** (Oct 1995)

(Applies to all Indefinite Delivery Type Contracts (IDTC), i.e., Definite Quantity, Requirements, or Indefinite Quantity). This clause does not apply to any other type of contract.)

IF THIS CLAUSE APPLIES, PLEASE SEE APPLICABLE CLAUSE 52.216-20, 52.216-21 OR 52.216-22 BELOW.

ADDENDUM TO 52.212-4 (continued)

FAR 52.216-18 (continued)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Award** through **One Year** .

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

(d) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[] 52.216-19 **ORDER LIMITATIONS** (Oct 1995)

(52.216-19 applies to all Indefinite Delivery Type Contracts (IDTC), i.e., Definite Quantity, Requirements or Indefinite Quantity). This clause does not apply to any other type of contract.

ADDENDUM TO 52.212-4 (continued)

[X] 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to Award a single task order contract or to Award multiple task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

[X] 52.212-9000 CHANGES--MILITARY READINESS (MAR 2001) DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

"Contingency operation" means a military operation that-

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, Chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

"Humanitarian or peacekeeping operation" means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259 (d) (2) (B)).

ADDENDUM TO 52.212-4 (continued)

[X] 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

[X] 52.252-9P11 EFFECTIVE DATE OF UNDATED REGULATORY PROVISIONS AND CLAUSES (AUG 1996) DSCP

The effective date of any undated regulatory provision or clause applicable to this solicitation shall be the date of the provision/clause in effect at the time of solicitation issuance, as published in either the Federal Acquisition Regulation (FAR) or the Defense FAR Supplement (DFARS), unless otherwise specified.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2005)

ADDENDUM TO 52.212-5

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement (DFARS) clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (10 U.S.C. 637 Note).

252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998)(41 U.S.C.10a-10d, E.O. 10582).

252.225-7007 Buy American Act-Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

252.225-7012 Preference for Certain Domestic Commodities. (AUG 2000)

252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).

252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).

252.225-7016 Restrictions on Acquisition of Ball and Roller Bearings (DEC 2000) (____ Alternate I) (DEC 2000) (Section 8064 of Pub L. 106-259)

252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

Para (b): Government(s) of _____

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (____ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note)

252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

**ADDENDUM TO 52.212-5
DFARS 252.212-7001 (continued)**

- 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999)
(10 U.S.C. 2321).
- 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (Alternate I) (MAR
2000)
(Alternate II) (MAR 2000) (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)
(10 U.S.C. 2631).

NOTE: Contractor agrees to comply with clause 252.247-7024, which is included in this contract by reference, when it represents in its offer that it does not anticipate that supplies will be transported by sea.

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, Awarded at any tier under this contract:

- 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

The following Defense FAR Supplement (DFARS) clauses are incorporated by reference and are applicable to all acquisitions:

RIGHTS IN SHOP DRAWINGS (APR 1966) DFARS

252.236-7000 MODIFICATION PROPOSALS – PRICE BREAKDOWN (DEC 1991) DFARS

52.212-5 (continued)

PAYMENT OFFICE AND INVOICING INSTRUCTIONS FOR DSCP ISSUED ORDERS

Prior to payment of invoice, contractor shall forward a completed DD250, "Material Inspection and Receiving Report" form to Contracting Officer for signature, pending verification, authorizing acceptance and subsequent payment. This form may be faxed or transmitted electronically to the Contracting Officer for expediency. Upon receipt of signed DD250 from the Contracting Officer, the contractor may forward the invoice plus the DD250 to the appropriate payment office as cited on Block 18a of the SF1449.

IMPORTANT NOTE: "The Contracting Officer is the only Government representative authorized to sign DD Form 250's."

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS – SF1449
Instructions, Conditions & Notices to Offerors

INTRODUCTION AND SYSTEM DESCRIPTIONS.

The Defense Supply Center Philadelphia (“DSCP”) is requesting offers for Imaging and Support Products that meet the minimum essential characteristics defined within. Unless otherwise noted, the offered items must be “commercial” as defined in Federal Acquisition Regulation (FAR) 2.101. Proposals will be accepted and considered only from those offerors determined by the Government to currently manufacture or distribute commercial products to the general public in substantial quantities. The products offered must be the same products manufactured and marketed to the general public and must conform to all requirements of the solicitation. Unless otherwise authorized, all items supplied shall be new, original manufacturer items. They shall not consist of any reconditioned, rebuilt, remanufactured, etc. items.

This specification defines various Radiation Therapy Systems, Upgrades, and Accessories to include Linear Accelerators, Simulators, Therapy Information Systems, Therapy Planning Systems, Afterloading Systems, and Water Phantoms, including Installation to be provided by the Contractor, installed and made operational. The Contractor is responsible for all design, assembly and installation.

The Contractor shall also provide complete turnkey installation, as required for each specified location, providing a complete, functional and fully operational Imaging system in one of three types of configurations: fixed (i.e., inside an existing medical facility), modular building, or mobile (international or domestic) trailer.

The Imaging system provided shall be suitable for use in Department of Defense Medical Centers and other federal medical facilities for clinical diagnostic imaging, clinical investigation and graduate medical education. The system(s) shall utilize the manufacturer’s most current software available. Radiation Therapy systems that have not been in routine clinical use within the United States as of the date of proposal submission will not be considered for award. The system(s) shall be a non-prototype and Food and Drug Administration (FDA) approved.

EXTENDED WARRANTY

Extended warranty, with the terms and conditions of the original warranty, shall be offered for all four (4) years of the contract. When requested by the Government, contractors shall provide a special quote for a specific site, system configuration, and time period.

Payments for Extended warranty shall be in the rear, after the warranty service

has been successfully performed for the specific time period contractually identified.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS – SF1449
Instructions, Conditions & Notices to Offerors

STANDARD COMMERCIAL WARRANTY.

Contractor shall submit their Standard Commercial Warranty at the time of proposal.

TRAINING

Commercially available training options, both operator and maintenance, shall be provided as options to the users in addition to the minimum training requirements of this contract. The additional training options are as follows:

Operator/User Training
Advanced User Training
Maintenance Training

Offerors are highly recommended to segregate their commercial price lists, catalog, technical data and/or cost and pricing data in accordance with the Sections found in the Schedule of Supplies to facilitate Government review.

Offerors shall submit uniform or a reasonably limited number of discounts from list price per product category, i.e., System Options, Consumables & Accessories, Upgrades.

Offerors shall provide with their offer a computerized record of all proposed items documented in Microsoft Word. Subject solicitation can be found and read at the DLA Procurement Gateway website at <http://progate.daps.mil/home> or <http://12.3.216.20/home>. From the Gateway homepage, choose "Commercial". Select RFP's from the Left-Hand sidebar. Enter is requested data about your company. Then choose DSCP-Medical and the Solicitation Number. Free software to view the RFP is located at <http://www.adobe.com>.

Offerors shall furnish their current list price, offered discounts and net price offered on both an individual component and system basis for each component and system offered.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS – SF1449
Instructions, Conditions & Notices to Offerors

1. **FOB.** Offers are solicited on a FOB Destination basis. Notwithstanding the foregoing designation of destination, the Government reserves the right to

exercise orders on a F.O.B. Origin basis.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS – SF1449
Instructions, Conditions & Notices to Offerors

This solicitation is not being requested on an “all or none” basis. Offerors are advised that they may elect to offer on various systems listed in Item 1 (above). Offerors are also advised that they must offer on all or any system(s) that is identified in Item 1 (above) before they are eligible to offer on any support products.

In addition, contractors are advised that awards for Networking/Interfacing, Trade-In, Turnkey Installation, Extended Warranty, and/or Training will only be made to those contractors that are awarded a contract for any of the items listed in Item 1 (above). If an offeror does not elect to bid on a particular line item, it is requested that this be clearly indicated by annotating “**NO BID**” to that line item.

2. **AWARD.** The Government may award contracts to all responsible firms who are considered to be technically acceptable, whose pricing is determined to be fair and reasonable, and who meet all other applicable terms and conditions of the solicitation.

Award will be made based on responsiveness of the offerors on a timely basis.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS – SF1449
Instructions, Conditions & Notices to Offerors

3. **DELIVERY ORDERS.**

- a. Delivery orders will be issued for shipments to the customer as the need materializes.
- b. **Basic Policy.** The Government will place each delivery order with the contract awardee that represents the most advantageous offer to the requiring activity for the specific requirement being ordered. For each requirement, the most advantageous offer will be determined from the population of existing contracts by considering the following evaluation factors, in accordance with the needs of the requiring activity.
 - (1) Clinical Performance/User Considerations
 - (2) Past Performance
 - (3) Delivery
 - (4) Price

The evaluation factors shall be applied to each requirement by the requiring activity as part of the process in determining who is to receive a delivery order. The order of importance in which these factors will be applied will be determined by the requiring activity.

(Note that for criterion number (1), should a customer opt for a leasing program, an analysis in accordance with Federal Acquisition Regulation parts 7.401 and 7.402, and with the Department of Defense Federal Acquisition Regulation Supplement (DFAR) 207.4 will be required and performed by the customer. This price analysis should address the advantage of a lease versus a purchase and may include a present value analysis.)

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS – SF1449
Instructions, Conditions & Notices to Offerors**

NON-COMPLIANCE WITH CONTRACT REQUIREMENTS.

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply with specified requirements. The contractor shall not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

12. PAYMENT.

- (1) Upon receipt of the contractor's invoice by the appropriate paying office, supported by the required signed DD form 250 by the Contracting Officer, payment will be made in accordance with the delivery order Contract Line Item Number CLIN).
- (2) Delivery orders with equipment/systems requiring installation shall be issued with 80% of the total costs in the equipment/system CLIN, and the remaining 20% of the total cost in a separate installation CLIN.
- (3) Delivery orders issued for equipment/systems not requiring installation shall be issued with 100% of the total cost in the equipment/system CLIN.
- (4) Payment of each CLIN on the Delivery Order will be authorized and made only after final inspection and acceptance.

EXCEPTIONS.

Offerors taking exceptions to any conditions, terms or requirements of this solicitation shall list them under separate cover for submission with their proposal.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS – SF1449
Instructions, Conditions & Notices to Offerors

13. MARKET ACCEPTABILITY CRITERIA

Items offered shall have been in clinical use for not less than three (3) months in at least one (1) clinical site. If an item offered has not been in clinical use for at least three (3) months in at least one (1) clinical site, an award for that specific item still may be executed at the discretion of the Contracting Officer.

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SPECIAL NOTES

Offerors are reminded that their proposals should include the following:

1. You must include pricing for all years. All pricing information shall easily identify the following:

- DSCP Indefinite Quantity/Delivery Contract (IQC) Item #
- Catalog Page Reference
- Contractor Catalog Number
- Description
- List Price
- Discount
- Net price
- Country of Origin

Offerors may use the sample pricing chart included in the solicitation on the following pages or the contractor may submit their own catalog pricing pages, as long as all DSCP requested information is available. If the offeror provides their own pricing pages, the offeror must identify the pricing page number for each item on the Schedule of Supplies.

2. If you are a large business, and your project your offer to exceed \$500,000.00, your subcontracting plan (reference FAR 52.219-9) should be submitted as part of your proposal. In the event that an annual company-wide or division-wide subcontracting plan is submitted in response to this solicitation, offerors are cautioned that the plan should be current, and cover the company's/division's current fiscal year, which must be identified. If an

offeror has a previously approved plan, a new plan should be submitted at least sixty days before the existing plan expires. Subcontracting plans approved by other government agencies should be company-or division-wide in order to be applicable to this solicitation. A plan approved by another government agency must be accompanied by the letter of approval issued by that agency. *(This is not applicable to small and small disadvantaged business concerns.)*

3. Offerors shall clearly identify the following with their submission:
 - a. Offerors shall provide documentation identifying their various classes of customers and noting the commercial discount policy – published or unpublished – for each. In particular, identify that class of customer most similar to DSCP in terms of quantities and deliveries and indicate the most recent discount given to that similar customer. Offerors shall reference Notice to Offerors – Requirements for Information Other Than Cost or

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Pricing Data and Clause 52.215-20, Requirements for Information Other Than Cost of Pricing Data (Oct 1997) Alternative IV (Oct 1997). Offerors shall provide rationale to support substantial price increases or decreases.

- b. Offerors should submit information concerning their shares of the commercial market and of the United States (Federal) Government market for these items.
- c. Offerors should offer quantity/price discounts that are based on overall sales as well as on identical systems and that are cumulative per contract period of performance as well as per delivery order.
- d. Restocking charge policy, to include restocking charge:
Restocking Charge: _____
Offers are solicited on an F.O.B. destination (CONUS-Continental United States) basis. All OCONUS (Outside Continental United States) orders shall be quoted on a case by case basis.

4. Any previous contract options for items listed in this solicitation held by contractors that are awarded a percentage of this present acquisition agrees, by acceptance of this award, to make the previous options null and void.

CERTIFICATION REQUIREMENT FOR NON-MANUFACTURED WOOD PACKING MATERIAL (NMWPM)

Applicable to all commercial/government export shipments of supplies packed in/on NMWPM and destined for delivery to Europe on/after 1 October 2001, either directly to the customer or through a Defense Depot or other consolidation point.

“All wooden pallets and wood containers produced of non-manufactured wood being utilized in the packaging and shipment of items being furnished to the Government shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) material and certified by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-Regulations both dated 30 May 2001.”

All NMWPM must be marked to indicate the method of treatment and the facility where it was performed. Failure to comply may result in refusal, destruction or treatment of material at the point of entry, thus hindering supply support.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2005) ALTERNATE I (APRIL 2002)

52.212-3 (continued)

(10) *HUBZone small business concern.* **[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]** The offeror represents as part of its offer that -

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) **(Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)** [The offeror shall check the category in which its ownership falls]:

___ Black American

___ Hispanic American

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, the Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

___ Individual/concern, other than one of the preceding.

ADDENDUM TO 52.212-3(f)

252.225-7020 Trade Agreements Certificate (JAN 2005) DFARS

(a) *Definitions* "Designated country end product", "nondesignated country end product", "qualifying country end product", and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation.* The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.- made, qualifying country, or designated country end products, unless

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) *Certification and identification of country of origin.*

(1) For all line items subject to the *Trade Agreements* clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

Line Item Number

Country of Origin

ADDENDUM TO 52.212-3 (g)

252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2005) DFARS

(a) *Definitions.*

"Domestic end product", "end product of Australia, Canada, Chile, Mexico, or Singapore", "foreign end product", "qualifying country end product", and "United States" have the meanings given in the *Buy American Act--Free Trade Agreements--Balance of Payments Program* clause of this solicitation.

(b) *Evaluation.* The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or end products of Australia, Canada, Chile, Mexico, or Singapore without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the *Buy American Act--Free Trade Agreements--Balance of Payments Program* clause of this solicitation, the offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(insert line item number)

(insert country of origin)

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore:

(insert line item number)

(insert country of origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products:

(insert line item number)

(insert country of origin)

ADDENDUM TO 52.212-3 (g) (continued)

DFARS 252.225-7035 (continued)

[X] ALTERNATE I (JAN 2005) *(Applicable when checked.)*

Substitute the phrase "Canadian end product" for the phrase "end product of Australia, Canada, Chile, Mexico, or Singapore" in paragraph (a) of the basic provision; and substitute the phrase "Canadian end products" for the phrase "end products of Australia, Canada, Chile, Mexico, or Singapore" in paragraphs (b) and (c)(2)(ii) of the basic provision.

**ADDENDUM TO 52.212-3
252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (NOV 1995) DFARS**

(a) Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the *Transportation of Supplies by Sea* clause of this solicitation.

(2) **Representation.**

The Offeror represents that it--

___ **Does** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ **Does not** anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include clause 252.247-7023, *Transportation of Supplies by Sea* clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, *Notification of Transportation of Supplies by Sea*.