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

FSC Class 6525 - COMPUTED TOMOGRAPHY (CT) SCANNERS, MAGNETIC RESONANCE IMAGING (MRI) SYSTEMS, X-RAY SYSTEMS, NUCLEAR MEDICINE, ULTRASOUND, COMPUTED RADIOLOGY (CR), MAGNETOENCEPHALOGRAPHY, PET SCANNER, CYCLOTRON, RADIOGRAPHY SYSTEMS, AND X-RAY FILM LASER IMAGERS. CT, MRI, X-RAY, NUCLEAR MEDICINE, ULTRASOUND, COMPUTED RADIOLOGY, MAGNETOENCEPHALOGRAPHY, PET SCANNERS, CYCLOTRON, RADIOGRAPHY 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 (001AL-A2-3a), VA National Acquisition Center, National Contracts Service, Post Office Box 76, Hines, IL 60141. For VA orders only.

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 DSCP 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 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 June 30, 2006. Contracts resulting hereunder shall cover the base contract period of one year beginning on February 12, 2007, or the date of award, whichever is later, through February 11, 2008 with the Government's option to renew for up to seven additional one-year periods. No contract period will extend beyond February 11, 2012. Offers will be evaluated on a first come basis.

No new offers will be accepted after June 23, 2006 for the contract period 2/12/07-2/11/08. Followed by annual open seasons.

ESTIMATED QUANTITIES

Previous sales for the last Fiscal Year (October 1, 2004, through September 30, 2005) to all contractors for all equipment described in Part 1, herein were estimated **\$400,000,000. Or 50,000,000. per base year, and 7 option years.** 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 EPA Clause referenced in this solicitation.

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

ITEM 1, BASE YEAR (Through February 11, 2008):

COMPUTED TOMOGRAPHY (CT) SCANNERS, MAGNETIC RESONANCE IMAGING (MRI) SYSTEMS, X-RAY SYSTEMS, NUCLEAR MEDICINE, ULTRASOUND, COMPUTED RADIOLOGY (CR), MAGNETOENCEPHALOGRAPHY, PET SCANNER, CYCLOTRON, RADIOGRAPHY SYSTEMS, AND X-RAY FILM LASER IMAGERS. CT, MRI, X-RAY, NUCLEAR MEDICINE, ULTRASOUND, COMPUTED RADIOLOGY, MAGNETOENCEPHALOGRAPHY, PET SCANNERS, CYCLOTRON, RADIOGRAPHY SYSTEMS, UPGRADES AND ACCESSORIES, INCLUDING INSTALLATION.

No turnkey installation for either agency. Turnkey installation shall be priced out separately.

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

PLEASE PROVIDE A DISCOUNT FOR EACH CATEGORY

CT Scanners

For delivery to the United States and Puerto Rico _____%.

For delivery outside of the United States and Puerto Rico _____%.

Magnetic Resonance Imaging (MRI) Systems

For delivery to the United States and Puerto Rico _____%.

For delivery outside of the United States and Puerto Rico _____%.

PET CT Scanners

For delivery to the United States and Puerto Rico _____%.

For delivery outside of the United States and Puerto Rico _____%.

CT Upgrades and Accessories, including installation
For delivery to the United States and Puerto Rico _____%.
For delivery outside of the United States and Puerto Rico _____%.

MRI Upgrades and Accessories, including installation
For delivery to the United States and Puerto Rico _____%.
For delivery outside of the United States and Puerto Rico _____%.

PET CT Upgrades and Accessories, including installation
For delivery to the United States and Puerto Rico _____%.
For delivery outside of the United States and Puerto Rico _____%.

Ultrasound Imaging Systems including data acquisition and processing systems, accessories/options, and biomedical training
For delivery to the United States and Puerto Rico _____%.
For delivery outside of the United States and Puerto Rico _____%.

Nuclear Imaging Systems Including, data acquisition and processing systems, accessories/options, and biomedical training
For delivery to the United States and Puerto Rico _____%.
For delivery outside of the United States and Puerto Rico _____%.

X-Ray systems
For delivery to the United States and Puerto Rico _____%.
For delivery outside of the United States and Puerto Rico _____%.

<u>ITEM</u>	<u>MAJOR SYSTEM</u>	<u>DISCOUNT OFFERED</u>
1.	RADIOGRAPHIC	_____%
2.	RADIOGRAPHIC – DIGITAL	
	a. COMPUTED RADIOGRAPHY (CR)	_____%
	b. DIGITAL RADIOGRAPHY (DR)	_____%
3.	RADIOGRAPHIC / FLUOROSCOPIC (R/F)	_____%
	RADIOGRAPHIC / FLUOROSCOPIC (R/F) – DIGITAL	
	a. DIGITAL SUBTRACTION	_____%
	b. DIGITAL SPOT	_____%
5.	CHEST ONLY	_____%
6.	UROLOGY	_____%

- 7. CARDIAC CATH _____%
- 8. ANGIO _____%
- 9. VASCULAR _____%
- 10. MOBILES (identified by generator power source)
 - a. BATTERY _____%
 - b. CAPACITOR DISCHARGE _____%
- 11. MAMMOGRAPHY _____%
- 12. C-ARM
 - a. MOBILE _____%
 - b. STATIONARY _____%
- 13. R & F REMOTE _____%
- 14. Other: _____ %
- 15. Other: _____ %

For delivery to the United States and Puerto Rico _____%.
For delivery outside of the United States and Puerto Rico _____%.

ITEM 2, BASE YEAR: ADDITIONAL SERVICE TRAINING (Training that is in addition to the training required by this solicitation).

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

Offeror hereby offers a discount deducted from offeror's published commercial price list cited under Base Year.

ACKNOWLEDGMENT OF AMENDMENTS:

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

(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.

DESCRIPTION/SPECIFICATIONS/SCOPE OF WORK

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. The Government's minimum purchase descriptions are contained in Attachments One, Two, and Three.

(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. 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-2 DICOM COMPLIANCE

Only systems which are DICOM 3 compliant shall be considered for award. All systems quoted to DOD, VA, and IHS (Indian Health Service) installations shall include DICOM output. **(See Attachment #4)**

I-3 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.

AS361 POWER CONDITIONING (AUGUST 2002)

The Contractor must visit each installation site on the delivery order and survey its electrical power system to determine the system's adequacy for operation of the ordered system. The Contractor will be required to provide protective measures and devices 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:** 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.

852.273-75 Security Requirements for Unclassified Information Technology Resources (Interim - OCT 2008)

(a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at: <http://checklists.nist.gov/>.

(b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site: <http://www.iprm.oit.va.gov/>.

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.

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.

(b) Extended installation may include, but is not limited to: Connecting with existing utilities, furnishing and installing support structures for the equipment, transformers, power runs, disconnects, conduit, wiring, structural support, shielding, and HVAC when required to support systems operations. Surfaces of partitions, and other structural additions, shall be sealed and primed.

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

(1) Preliminary statement of work. 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.

(d) 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.

End of Part 2

PART III -- CONTRACT TERMS AND CONDITIONS

52.212-4 Contract Terms and Conditions -- Commercial Items (Jun 2010)

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

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

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

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

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

(d) *Disputes.* This contract is subject to 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—

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 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 (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any

amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

Note: For additional warranty terms, See Clause 852.211-71.

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

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *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 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 of the FAR;

(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 FAR 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.

52.216-22 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 Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2012.

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.

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.

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 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. The process for submission of the prices changes is described in the EPA clause in this solicitation.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five 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 February 12, 2007, or date of award through February 11, 2008. 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.

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.

(d) 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. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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 *** calendar days after receipt of delivery order (ARO). 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.

***CT , MRI and Nuclear equipment delivery is 120 days, X-Ray equipment delivery is 180 days, and Ultrasound equipment delivery is 90 days.

(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. **Note that glassware shall not be stored with the equipment, but furnished upon actual delivery to the customer.**

(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

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".

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.

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. 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.

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.

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 price quoted shall include contractor responsibility for providing on-site orientation and training of two using personnel in operation and care of the equipment furnished. 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. 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.

Note: If off-site training is required, the contractor is required to provide all necessary tuition, transportation, lodging, and meals.

At the time the system is turned over to the Gov't for use, the contractor shall issue to the customer a dated certificate redeemable for the off-site training. The customer may redeem the certificate at no change in price at any time up to one year from the issue date. The issuance of the training certificate shall be considered sufficient to fulfill the off-site training requirement for the purpose of system acceptance.

II-7 ACCEPTANCE PROCEDURES (AUG 2001)

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 (049A1N1D), VA National Acquisition Center, Post Office Box 76, Hines, IL 60141. 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.

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.

Conditional Acceptance.

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 re-inspections.

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 re-inspections if deficiencies are noted, with re-inspection costs incurred chargeable to the contractor's account. If the Government's inspection or

re-inspection 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.

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.

(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 re-inspection is received by the Contracting Officer after the date specified for response and the re-inspection confirms that the reported deficiencies have been corrected, the guarantee commencement date shall then be the date the notice of readiness for re-inspection 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 re-inspection 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.

NOTE: VAAR 852.210-71 Guarantee shall apply to the initial CT tube(s) purchased with the system, or replaced under the warranty period.

AS1370 SERVICE PRIOR TO AND DURING GUARANTEE PERIOD (AUGUST 2002)

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 other 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.

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.

Note: This specifically includes replacement of the CT and X-Ray tubes as necessary during the guarantee period of a CT and X-Ray system.

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

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".

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 License. (Dec 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

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

(2) The commercial computer software may be--

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

(ii) Used or copied for use with a 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, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

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

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

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 No. _____.

52.232-17 Interest. (Oct 2008)

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

(c) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

(e) 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, including any demand for payment resulting from a default termination.

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

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

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

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

(g) The interest charge made under this clause may be reduced under the

procedures prescribed in 32.608-2 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 2005)

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 Assistant Director, 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:

Complete item description and/or identification, order numbers from customers, and the contract number assigned as a result of an award on this solicitation.

Reasons for modifications, removal or recall.

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. (Feb 2010)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (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:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

___ (4) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (Mar 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 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).

(7) [Reserved]

(8)(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.

(9)(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.

(10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (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.

(12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(13) 52.219-16, Liquidated Damages--Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (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.

(15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

(19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).

(21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(25) 52.222-37, Employment Reports on Special Disabled Veterans,

Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

__ (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

__ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA--Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

__ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

__ (ii) Alternate I (Dec 2007) of 52.223-16.

__ (30) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

__ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

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

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

X (32) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(33) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(36) 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)).

(37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(40) (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

__ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (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) (Sep 2009) (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 (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 351, et seq.).

__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

__ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

__ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to

appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

satisfy its contractual obligations.

**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. (Apr 2008)

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

(b) Definitions. As used in this clause--

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"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).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This

definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"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 sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(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 (including ANC and Indian tribes);

(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 (including ANCs and Indian tribes); 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 Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor 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 CCR 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 CCR 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 (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); 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 \$550,000 (\$1,000,000 for construction of any public facility) with further subcontracting possibilities 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 the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. 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 this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

(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., CCR), 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. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A

Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(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) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) 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.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor

are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the

Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. 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.

PART IV -- INSTRUCTIONS TO OFFERORS

52.212-1 Instructions to Offerors--Commercial Items. (June 2008)

(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(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement

specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

*** 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) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) 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 \$3,000, and offers of \$3,000 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 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://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(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 Multiple Award, Fixed Price Indefinite-Delivery/Indefinite-Quantity contracts resulting from this solicitation.

52.233-2 Service of Protest. (Sept 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
For contracts awarded by VA, or protests to the solicitation:

Contracting Officer (001AL-A2-3a)
National Contracts Service
VA National Acquisition Center
P.O. Box 76
Hines, IL 60141

For contracts awarded by DSCP, or protests to the solicitation:
Defense Supply Center Philadelphia
700 Robbins Avenue
Philadelphia, PA.19111-5092

(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)

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.

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

ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest for contract awards 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.

**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. DSCP

In addition, contractors are advised that awards for Networking/Interfacing, Trade-In, 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.

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	3
II	Technical Proposal	2

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:

The offeror shall submit a pricing proposal consisting of a properly completed and signed solicitation document (SF 1449).

Offeror shall submit five (5) 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.

Each offeror shall submit a completed Discount & Pricing Information Worksheet (Part VI, Attachment 6), as described in that attachment, providing information that supports the discount(s) offered.

Each offeror shall include the company's income statement for the last fiscal year.

Offerors that are a large business shall submit, for approval, a Small Business Subcontracting Plan or a copy of the current approved plan.

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
- (5) Attachment #8

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 contained in Attachments A, B, and C.
- 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. Offeror shall provide five (5) 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, or ZIP100 disk, in Microsoft Word or ASCII format. Multiple copies of the magnetic media are not required, as long as the data on the media can be duplicated from it. "The statement " COMPLIES is not an acceptable comparison. **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)

Exceptions from cost or pricing data.

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.

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.

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--

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;

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;

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

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.

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:

The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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)

Exceptions from cost or pricing data.

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—

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.

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.

(2) 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.

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 III

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

EVALUATION OF OFFERS AND METHOD OF AWARD

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
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.

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

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

The contracting officer may consider the following evaluation factors prior to placing each delivery order:

- Price
- Past performance
- Quality
- Availability of reliable service to the hospital/using facility
- Availability of features required by the hospital/using facility
- Ability of the contractor to meet specified delivery times
- Other relevant factors
- 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. (Aug 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(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.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

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

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"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)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) 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 (c) through (n) 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.]

(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 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

50 or fewer \$1 million or less

51--100 \$1,000,001--\$2 million

101--250 \$2,000,001--\$3.5 million

251--500 \$3,500,001--\$5 million

501--750 \$5,000,001--\$10 million

751--1,000 \$10,000,001--\$17 million

Over 1,000 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 developed and has on file, ___ 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 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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(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 for other than COTS items, 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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "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 for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli 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 Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) 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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

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. 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. 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

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

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 Responsibility Matters (Executive Order 12689). (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;

(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, violating Federal criminal tax laws, or receiving stolen property;

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(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) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

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

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ___ does ___ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) 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 (l)(3) through (l)(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 _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

ECONOMIC PRICE ADJUSTMENT – ESTABLISHED CATALOG PRICE - ONE UPWARD ADJUSTMENT PER OPTION YEAR - NON-ECAT (MAR 2006) DSCP

(a) All price adjustments authorized or mandated by this clause are based upon changes in the Contractor's List Prices. The clause also provides for voluntary price reductions (VPR) in the form of "specials" or "discounts".

(b) **Definitions:**

(1) **Contract Unit Price:** The price per unit of issue comprised of the "List Price" and the applicable "Discount". The Contract Unit Price is determined by reducing the applicable List Price by the appropriate Discount. The list prices and discounts shall be listed in the contract. The resulting net contract unit prices may or may not be listed in the contract at the discretion of the Contracting Officer.

(2) **Discount:** The percentage reduction off the List Price proposed by the contractor and accepted by the Government. These percentages may vary per item and quantity ordered. They shall be agreed to at time of award and may not be reduced for the life of the contract. These discounts are in addition to any standard trade discounts in the contractor's established commercial Catalog/Price List. (Contractors may offer larger discounts and/or reduced List Prices at any time.)

(3) **List Price:** The established Catalog Unit Prices of the items. In order for a "List Price" to meet the criteria as an established Catalog Price, it must meet the definition in (c) below.

(4) **Voluntary Price Reduction (VPR):** See paragraph (l) below.

(c) The term "**established Catalog Unit Price**", as used in this clause, means a Unit Price that (i) is a Catalog Price for a commercial item sold in substantial quantities to the general public and (ii) is the net price after applying any standard trade discounts offered by the contractor.

(d) The offeror/contractor warrants that (1) the List Prices and the subsequent revisions thereto are the established Catalog Unit Prices in effect at time of Award or adjustment for like quantities of the same items and (2) any Contract Unit Prices determined using these List Prices do not include allowances for any portion of the contingency covered by this clause.

(e) Prior to award the contractor must furnish:

(1) their current established Catalog/Price List, offered Discounts, proposed Contract Unit Prices.

(f) Upon acceptance by the Government, the Award Unit Prices will be established at the List Prices minus the agreed-to Discounts.

(g) **Downward Adjustments.**

(1) Downward adjustments to Contract Unit Prices are mandated whenever there are decreases in List Prices. The contractor shall promptly notify the Contracting

Officer in writing of the amount and effective date of each decrease in List Price. The Contractor shall propose a lower Contract Unit Price taking into consideration the benchmark in paragraph (g)(2) below. The contractor must furnish a copy of the revised Catalog/Price List as soon as it is available. Also, the contractor must provide an Excel spreadsheet or ACCESS Database (in both hard copy and disc) that displays for each item with an offered decrease in Contract Unit Price the appropriate information below. The Contractor shall submit this information at least 60 days prior to the date when the reduced List Prices take effect.

- (i) Deleted
 - (ii) The Supplier (Catalog); e.g., ABC Imaging, Inc.
 - (iii) The Product Name/Nomenclature; e.g., High Speed Handpiece.
 - (iv) Part Number; e.g., HIH 2000
 - (v) The List Price upon which the current Contract Unit Price is based.
 - (vi) The applicable Contract Discount used as a basis for determining the current Contract Unit Price.
 - (vii) The Contract Unit Price currently in effect.
 - (viii) The reduced List Price.
 - (ix) The applicable Contract Discount or larger Contract Discount now offered.
 - (x) The reduced Contract Unit Price now offered.
 - (xi) The percentage decrease in List Price from the List Price which determined the current Contract Unit Price to the new, lower List Price.
 - (xii) The percentage change in Contract Unit Price from the current Contract Unit Price to the new lower Contract Unit Price now offered.

(2) Reductions in List Price(s). For any offered price decrease, the appropriate discount or larger discount now offered will be applied to each reduced List Price to determine the adjusted Contract Unit Price provided the proposed lower Contract Unit Price does not exceed the following benchmark:

The offered reduction in Contract Unit Price on a percentage basis must be at least equal to the percentage reduction from the List Price currently in effect under the contract to the new lower List Price; i.e., the current Contract Unit Price must, as a minimum, be reduced by the percentage decrease in List Price.

(3) If the proposed Contract Unit Price exceeds the List Price benchmark, the Contracting Officer shall determine the proposed price reductions unreasonable and negotiate a price reduction which results in a Contract Unit Price that does not exceed the benchmark. (All negotiated price reductions shall be confirmed in writing and will include the agreed-to price(s) and the list price(s) and discount(s) which make up these prices.) If an agreement cannot be reached the Contracting Officer has the option of removing these items from the Contract or taking the action in the last sentence below. If the proposed Contract Unit Price does not exceed the benchmark, it will be determined fair and reasonable. Upon acceptance of any proposed price decreases, the Government shall modify the contract to include the reduced list prices and discounts. The adjusted Contract Unit Prices may or may not be shown in the modification at the discretion of the Contracting Officer. These reduced Contract Unit Prices shall apply to those items ordered on or after the date when the reduced List Price(s) take effect. If the contractor fails to notify the Contracting Officer of any List Price decreases within the timeframe and in the manner stated above or agreement on any reduction cannot be reached, the Contracting Officer may determine the applicable adjustment and authorize a unilateral price adjustment retroactively applied to all items ordered on or after the effective date of the decrease in the Contractor's established List Prices.

(h) Upward Adjustments.

(1) The Base Year Contract Unit Prices are not subject to any upward adjustment. The Contractor is authorized to submit one request for any upward adjustments to Contract Unit Prices for each Option Year. This request shall be submitted no later than 60 days prior to the effective date of the upcoming Option Year (if exercised). Each request for upward price adjustment must be based upon increases in List Prices only. (List Price increases which will take effect beyond this 60 day evaluation period, shall not be included in the upcoming adjustment but may be submitted for the subsequent Option Year adjustment.) The Contractor shall propose a Contract Unit Price taking into consideration the benchmarks in paragraph (h)(2). The request shall include a copy of the revised Catalog/Price List and the following for each item with a proposed increase in Contract Unit Price:

(i) A separate Excel spreadsheet or ACCESS database, in both hard copy and disc, that displays for each item with a proposed price increase the following information:

(A) The item number; e.g., 0003.

(B) The Supplier(Catalog); e.g., ABC Dental, Inc.

(C) The Product Name/Nomenclature; e.g., High Speed Handpiece.

(D) The Part Number; e.g., HIH2000.

(E) For the initial Option year, the List Price that determined the Award Unit Price, the applicable Contract Discount, and the Award Unit Price. For all subsequent Option years, the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding Contract Year, the applicable discount, and the highest Contract Unit Price that was in effect during the preceding Contract Year.

(F) The increased List Price and its effective date, the applicable Contract Discount or larger Contract Discount now offered, and the proposed higher Contract Unit Price.

(G) For the initial Option year, the percentage change from the List Price that determined the award unit price to the new higher List Price. For all subsequent Option years, the percentage change from the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding Contract Year to the new higher List Price.

(H) For the initial Option year, the percentage change from the award unit price to the new higher proposed Contract Unit Price. For all subsequent **Option** years, the percentage change from the highest Contract Unit Price that was in effect at any time during the preceding contract year to the new higher proposed Contract Unit Price.

(I) Any other information required by the Contracting Officer.

(2) **Benchmarks.** If any List Price increases, and the increase is authorized under this clause, the Contract Unit Prices for any corresponding items ordered after the increase takes effect shall be determined using the increased List Price and either the applicable Discount originally awarded or any larger Discount now offered that applies to the affected item. Proposed increases will be considered fair and reasonable if they do not exceed whichever is the lower of the following two benchmarks:

(i) For the Initial Option Year of the contract, the proposed increase in Contract Unit Price on a percentage basis cannot exceed the percentage increase from the List Price that determined the award unit price to the new higher List Price. For all subsequent Option Years, the proposed increase in Contract Unit Price on a percentage basis cannot exceed the percentage increase from the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding contract year to the new higher List Price.

(ii) Any proposed higher Contract Unit Prices are subject to the following limitations:

(A) For the initial Option Year, Contract Unit Price increases shall be limited to the following annual ceiling(s) applied to the award unit price for the same item (i.e., any proposed higher Contract Unit Price cannot exceed the award unit price plus the annual ceiling).

ANNUAL CEILING, ALL ITEMS: 4%

There is no percentage limit on downward adjustments under this clause.

(B) For all subsequent Option Years, Contract Unit Price increases shall be limited to the following annual ceiling(s) applied to the highest Contract Unit Price in effect during the preceding Contract Year for the same item (i.e., any proposed higher Contract Unit Price cannot exceed the highest

Contract Unit Price in effect during the preceding Contract Year plus the annual ceiling.)

ANNUAL CEILING, ALL ITEMS: 4%

There is no percentage limit on downward adjustments under this clause.

(3) Upon approval of the proposed price increases, the Government shall modify the contract to include the increased list prices and discounts. The adjusted Contract Unit Prices may or may not be included in the modification at the discretion of the Contracting Officer. Upward price adjustments shall be effective on the same day that the Option Year takes effect unless either of the following occurs:

(i) If the Contractor's request for price adjustment is not received a minimum of 60 days prior to the effective date of the upcoming Option Year (if exercised), any approved upward price adjustment shall not be effective until 60 days after receipt of the request.

(ii) If during the 60 day period the Government has to evaluate prices and modify the contract, the Contracting Officer is unable to determine during that period that a price increase on any item or items is fair and reasonable (i.e., the proposed Contract Unit Price exceeds the lower of the two benchmarks above). In this case, no price increases will be authorized for those items until the Contracting Officer is able to determine the price increases for those items to be fair and reasonable. If necessary, the Contracting Officer shall conduct discussions with the Contractor to negotiate a price reduction which results in a Contract Unit Price that does not exceed the lower of the two benchmarks. When discussions have concluded and an agreement which results in fair and reasonable prices is reached, the Contractor shall confirm the agreed-to price(s) in writing (The agreement shall also identify the list price and discount which makes up each agreed-to price.) Once the written agreement is received, the Government shall modify the contract to include the increased list prices and discounts. The adjusted Contract Unit Prices may or may not be included in the modification at the discretion of the Contracting Officer. If the Contracting Officer and the contractor are unable to agree upon the price for any items, the Contracting Officer will delete these items from the contract. In addition, the Contracting Officer may also, at any time, remove any item from the contract that the Contracting Officer believes is no longer reasonably priced (if the Contracting Officer and the contractor are unable to agree upon a reduced price) and notify customers accordingly.

(4) Isolated incidents may occur for an item or group of items when proposed increases could exceed the annual ceiling benchmark in paragraph (h)(2)(ii). In such cases the Contractor can submit an adequately justified written request for Contracting Officer approval of an increase in Contract Unit Price that exceeds the ceiling. The Contracting Officer may approve the request on a one-time basis, increase the ceiling for the item or group of items if appropriate, negotiate a lower Contract Unit Price, or delete the item(s) from the contract. In no case may the increase in Contract Unit Price exceed the ceiling without written authorization from the Contracting Officer. Also, no increase will be authorized that results in a Contract Unit Price that exceeds the other benchmark.

(5) Increased List Prices shall not be used to compute Contract Unit Prices for Delivery Orders issued before the date the adjusted Contract Unit Prices take effect under the Contract.

(6) If the Contracting Officer removes items from the contract for price unreasonableness (see (g)(3) and (h)(3) and (4) above), all outstanding orders issued prior to the date the items are removed shall be delivered in accordance with the contract delivery schedule and the Government shall pay for such items at the Contract Unit Price in effect at the time of the order.

(i) If the Contracting Officer at any time has any reason to believe that the established List Price has been discontinued, the basis for the List Price has been substantially altered, or that the item no longer meets the criteria to qualify as an established Catalog Priced item, the Contractor shall furnish relevant information as required by the Contracting Officer. If the Contracting Officer determines that any of the preceding conditions are present and a substitute for determining price adjustments is needed, the parties shall promptly agree upon an appropriate substitute for determining adjustments pursuant to this or another appropriate clause. The Contract shall be modified to incorporate the substitute and its effective date.

(j) Pricing actions pursuant to paragraph (c) entitled "Changes" of FAR clause 52.212-4 (including any revisions by addendum thereto) or any other provision of this Contract will be priced as though there were no provisions for Economic Price Adjustment.

(k) Pending approval of any proposed price changes and the subsequent modification of the Contract Unit Prices, payment shall be made at the Contract Unit Prices in effect at the time of order.

(l) **Voluntary Price Reductions (VPR):** A "special or discount" offered by the Contractor which results in a voluntary price reduction for an item or group of items for a given period of time. The Contractor may offer a VPR at any time. The price reductions resulting from these VPRs will be in addition to any price reductions mandated by this EPA clause. The contractor shall notify the Contracting Officer when the VPR takes effect, which items are included, and the length of time the VPR will remain in effect. Once the "special or discount" period expires, prices will revert to the Contract Unit Price(s) in effect at that time.

If a List Price decreases when a VPR is in effect, the VPR will remain in effect until it expires if it is lower than the proposed unit price decrease. If the Contractor requests a Contract Unit Price increase based upon an increased List Price when a VPR is in effect, the VPR shall remain in effect until it expires. Upon expiration of the VPR, prices will revert to the adjusted Contract Unit Prices, as calculated in accordance with this clause as if no VPR had been in effect.

**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 _____

PART VII -- ATTACHMENTS TO THE SOLICITATION

LIST OF ATTACHMENTS:

1. Minimum Purchase Description CT Single Slice.
2. Minimum Purchase Description CT Multislice.
3. Minimum Purchase Description MRI 1.0T and 1.5T.
4. Modality Interface DICOM Conformance Requirements
5. SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form
6. Discount and Pricing Information Worksheet.
7. X-RAY Inspection Criteria.
8. Geographic Service Area
9. System Description **TURNKEY INSTALLATION.**
10. Past Performance/Prior Experience Questionnaire

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

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)

- (a) 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.

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>
[] 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] 52.246-9034 DLAD	TESTING AT GOVERNMENT LABORATORY	APR 2008
[X] 52.246.9052 DLAD	WARRANTY OF SUPPLIES	SEPT 2008
[X] 52.242-9P08 DSCP	DELAY OF INSTALLATION FOR MEDICAL AND LABORATORY INSTRUMENTATION DIRECT CONTRACTOR DELIVERY (DVD) SHIPMENTS – DD FORM 250/250c/ COMMERCIAL PACKING LIST	JAN 1992
<i>(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.)</i>		
[X] 52. 217-9006 DLAD	LIMITATIONS ON USE OF SURGE AND SUSTAINMENT (S&S) INVESTMENTS	JUL 1999

ADDENDUM TO 52.212-4 (continued)

[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-l. 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

52.212-7001- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2010) DFARS

The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement 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.

- (1) ___ **252.203-7000**, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).
- (2) x **252.205-7000**, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (3) x **252.219-7003**, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (5) ___ **252.219-7004**, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).
- (6) x **252.225-7001**, Buy American Act and Balance of Payments Program (JAN 2009) 41 U.S.C. 10a-10d, E.O. 10582).
- (7) x **252.225-7008**, Restriction on Acquisition of Specialty Metals (JUL 2009) 10 U.S.C. 2533b).
- (8) x **252.225-7009**, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) 10 U.S.C. 2533b).
- (9) x **252.225-7012**, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(10) **252.225-7015**, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) **252.225-7016**, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11)(i) **252.225-7021**, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) **Alternate I** (SEP 2008)

(12) **252.225-7027**, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C.2779).

(13) **252.225-7028**, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) **252.225-7036**, Buy American Act--Free Trade Agreements--Balance of Payment Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) **Alternate I** (JUL 2009) of 252.225-7036.

(15) **252.225-7038**, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) **252.226-7001**, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) **252.227-7015**, Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) **252.227-7037**, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) **252.232-7003**, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) **252.237-7019**, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(21) **252.243-7002**, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(22) ___ **252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(23)(i) **252.247-7023** Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ **Alternate I** (MAR 2000) of 252.247-7023.

(iii) ___ **Alternate II** (MAR 2000) of 252.247-7023

(iv) ___ **Alternate III** (MAY 2002) of 252.247-7023

(24) **252.247-7024**, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(b) 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 (FAR 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:

(1) **252.237-7019**, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) **252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) **252.247-7023**, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) **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

MODIFICATION PROPOSALS – PRICE BREAKDOWN (DEC 1991) DFARS

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

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**

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.

2. PAYMENT.

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).

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.

Delivery orders issued for equipment/systems not requiring installation shall be issued with 100% of the total cost in the equipment/system CLIN.

Payment of each CLIN on the Delivery Order will be authorized and made only after final inspection and acceptance.

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

3. 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.

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

SPECIAL NOTES

Offerors are reminded that their proposals should include the following:

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.

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

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.

RESTOCKING CHARGES WILL ONLY APPLY TO DSCP ORDERS ONLY.

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.

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 (DEC 2009)

(a) *Definitions.* “Bahrainian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “foreign end product,” “Moroccan end product,” “qualifying country end product,” and “United States,” as used in this provision, 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 Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products 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:

<u>(Line Item Number)</u>	<u>(Country of Origin)</u>
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(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

<u>(Line Item Number)</u>	<u>(Country of Origin)</u>
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(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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

<u>(Line Item Number)</u>	<u>(Country of Origin (If known))</u>
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(End of provision)

[X] ALTERNATE I (OCT 2006)

As prescribed in 225.1101(10), substitute the phrase “Canadian end product” for the phrases “Bahrainian end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” and “Moroccan end product” in paragraph (a) of the basic provision; and substitute the phrase “Canadian end products” for the phrase “Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products” in paragraphs (b)(2) 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*.

(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 this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1155.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(t) Central Contractor Registration (CCR)

(5) Definitions.

“Central Contractor Registration (CCR) Database” means the primary Government

repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) Code” means—

(a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code”.

“Data Universal Number System (DUNS) Number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) Number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR Database” means that—

(a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(b) The Contractor's CAGE code is in the CCR database; and

(c) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active”. The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.