

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

<b>2. CONTRACT NO.</b>	<b>3. AWARD/EFFECTIVE DATE</b>	<b>4. ORDER NO.</b>	<b>1. REQUISITION NO.</b>	<b>PAGE 1 OF</b>
			<b>5. SOLICITATION NUMBER</b> VA261-14-Q-0928	<b>6. SOLICITATION ISSUE DATE</b> 07-24-2014

<b>7. FOR SOLICITATION INFORMATION CALL:</b>	<b>a. NAME</b> Carol Lam	<b>b. TELEPHONE NO. (No Collect Calls)</b> 650-493-5000	<b>8. OFFER DUE DATE/LOCAL TIME</b> 07-30-2014
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<b>9. ISSUED BY</b> Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Palo Alto Health Care System (90/NCA) 3801 Miranda Ave Palo Alto CA 94304-1207	<b>CODE</b>		<b>10. THIS ACQUISITION IS</b>	<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 339112 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) <b>SIZE STANDARD:</b> 500 Employees
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<b>11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED</b> <input type="checkbox"/> SEE SCHEDULE	<b>12. DISCOUNT TERMS</b>	<b>13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)</b> <input type="checkbox"/>	<b>13b. RATING</b> N/A
		<b>14. METHOD OF SOLICITATION</b> <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

<b>15. DELIVER TO</b> Department of Veterans Affairs VA Palo Alto Health Care System  3801 Miranda Ave Palo Alto CA 94304	<b>CODE</b>		<b>16. ADMINISTERED BY</b> Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Palo Alto Health Care System (90/NCA) 3801 Miranda Ave Palo Alto CA 94304-1207	<b>CODE</b>	
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<b>17a. CONTRACTOR/OFFEROR</b>	<b>CODE</b>		<b>FACILITY CODE</b>		<b>18a. PAYMENT WILL BE MADE BY</b>	<b>CODE</b>			
				Department of Veterans Affairs FMS-VA-2(101) Financial Services Center  PO Box 149971 Austin TX 78714-9971					
<b>TELEPHONE NO.</b>		<b>DUNS:</b>		<b>DUNS+4:</b>		<b>PHONE:</b>		<b>FAX:</b>	

<input type="checkbox"/> <b>17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER</b>	<input type="checkbox"/> <b>18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED</b> <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

<b>25. ACCOUNTING AND APPROPRIATION DATA</b> See CONTINUATION Page	<b>26. TOTAL AWARD AMOUNT (For Govt. Use Only)</b>
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<input checked="" type="checkbox"/> <b>27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA</b>	<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> <b>27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA</b>	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> <b>28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED</b>	<input type="checkbox"/> <b>29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:</b>

<b>30a. SIGNATURE OF OFFEROR/CONTRACTOR</b>	<b>31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)</b>
<b>30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)</b>	<b>31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)</b>
<b>30c. DATE SIGNED</b>	<b>31c. DATE SIGNED</b>

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**A.2 CONTRACT ADMINISTRATION DATA**

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00261

Department of Veterans Affairs

VA Sierra Pacific Network (VISN 21)

VA Palo Alto Health Care System (90/NCA)

3801 Miranda Ave

Palo Alto CA 94304-1207

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

52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other

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

Department of Veterans Affairs

FMS-VA-2(101) Financial Services Center

PO Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE

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

**B.1 Price/Cost Schedule**

**Item Information**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	all in-one Fluorescence microscope with 5 nikon objectives (2x; 10x; 20x with high n.a, 20x with low n.a; x40 with high n.a and 4 filters (GPP; TRITC; DAPI and CY5) LOCAL STOCK NUMBER: BZ-9000E -	1.00	EA		
				<b>GRAND TOTAL</b>	

Note: Offers of "equal" products - Offeror must clearly indicate in its offer that the product being offered is an "equal" product. The "equal" product must have the same physical, functional, or performance characteristics as the items referenced above. New Equipment ONLY; NO remanufactured or "gray market" items. All items must be covered by the manufacturer's warranty.

**Salient Characteristics:**

All-in-one fully enclosed inverted type fluorescence phase-contrast microscope

Purpose - This microscope will be used to acquire bright field and fluoresces images from both tissue culture dishes and histology slides.

Dimensions - 23.31'' x 13.58'' x 19.13''

**Unique Features:**

- Streamlines image capture and analysis by combining the capabilities of multiple analytical microscopes into one Integrated platform.
- Ability to make decisions commonly answered with Fully Automated EPI Fluorescence, Incubation, or Confocal microscopes.
- With room for 6 high quality objectives users can observe samples in Brightfield, Multi-Spectral Monochromatic Fluorescence Phase Contrast.
- Warms up and is ready for use in 90 seconds
- Built in Dark Room - an ideal first check tool to be kept on any wet bench.

- Integrated analysis software provides automated count and intensity measurement.
- Advanced tools include: Fast Image Stitching, Z-stack, and Haze Reduction making this a powerful and convenient alternative option to typical microscopy.
- Ability to easily add/change objectives, filter and stage.
- Ability to take fluorescence, phase contrast, and bright field images.
- Software features includes stitching feature allows one to take up to 1200 images that the computer then stitches together to allow better appreciation of global tissue architecture and immunostaining.

Equipment includes:

- BZ-9000E, ALL-IN-ONE FLUORESCENCE MICROSCOPE, KEYENCE, 1 EA; 12 bit monochrome CCD, built in dark room, automatic stage, automatic lenses, automatic filters
- CFI PLAN APO 2X, NIKON, NA 0.2 WD 20, KEYENCE, 1 EA;
- CFI PLAN APO 10X, NIKON 10X LENS, NA 0.45 WD 4, KEYENCE, 1 EA;
- CFI PLAN APO 20X, NIKON 20X LENS, NA 0.75 WD 1, KEYENCE, 1 EA;
- CFI PLAN APO 20X, NIKON 20X LENS, NA 0.45 WD 1, KEYENCE, 1 EA;
- CFI PLAN APO 40X, NIKON 40X LENS, NA 0.95 WD 0.14, KEYENCE, 1 EA;
- OP-66834, DAPI-BP FILTER, KEYENCE, 1 EA;
- OP-66836, GFP-BP FILTER, KEYENCE, 1 EA;
- OP-66837, TRITC RED, KEYENCE, 1EA;
- OP-66839, CY5 filter, KEYENCE, 1EA;

Objective lens switching: Six-mount electronic revolver,  
 Electronic Z stage: 8mm stroke, 0.1 µm pitch minimum,  
 Electronic XY stage: 40 x 40 mm stroke, 1µm pitch minimum,  
 Electronic shutter: 1/12,000 sec to 60 seconds

## B.2 Delivery Schedule

ITEM NUMBER	QUANTITY	DELIVERY DATE
1	1.00	

## SECTION C - CONTRACT CLAUSES

### C.1 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	APR 2014
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2014
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	JUN 2014
	For the purposes of this clause items (b) 1,2,3, 4,5, 6, 7, 8, 12, 22, 23, 25,26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 38, 39, 40, 42, 46, 48, 51 are considered checked and apply.	

## **C.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of Provision)

## **C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of Clause)

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

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

(End of Clause)

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

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

- (1) *Contract financing payment* has the meaning given in FAR 32.001.
- (2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).
- (3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

- (4) *Invoice payment* has the meaning given in FAR 32.001.

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/invoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

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

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

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

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

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

(End of Clause)

#### **C.6 VAAR 852.246-70 GUARANTEE (JAN 2008)**

The contractor guarantees the equipment against defective material, workmanship and performance for a period of , 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 that 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.

(End of Clause)

#### **C.7 VAAR 852.246-71 INSPECTION (JAN 2008)**

Rejected goods will be held subject to contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)