

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 544-16-3-069-2555		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA247-16-Q-0476	
						6. SOLICITATION ISSUE DATE 04-18-2016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MILLICENT R. BALL				b. TELEPHONE NO. (No Collect Calls) 803-776-4000, EXT. 7439	
						8. OFFER DUE DATE/LOCAL TIME 04-25-2016 4:00p.m.	
9. ISSUED BY Department of Veterans Affairs W.J.B. Dorn VA Medical Center 6439 Garners Ferry Road Columbia SC 29209-1639		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 339112 SIZE STANDARD: 1000 Employees <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO See Delivery Schedule		CODE		16. ADMINISTERED BY Department of Veterans Affairs W.J.B. Dorn VA Medical Center 6439 Garners Ferry Road Columbia SC 29209-1639		CODE	
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971		CODE	
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		SURGICAL CUSTOM PACKS					
		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Millicent R. Ball Contracting Officer			
30c. DATE SIGNED				31c. DATE SIGNED 4-21-2016			

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	4
B.1 CONTRACT ADMINISTRATION DATA.....	4
B.2 IT CONTRACT SECURITY	5
13. RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS:	17
B.3 PRICE/COST SCHEDULE	34
ITEM INFORMATION	34
B.4 DELIVERY SCHEDULE	35
SECTION C - CONTRACT CLAUSES	36
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015).....	36
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016).....	42
C.3 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997).....	48
C.4 SUPPLEMENTAL INSURANCE REQUIREMENTS	48
C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)	49
C.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	49
C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	50
C.8 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984).....	50
C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	51
C.10 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992).....	51
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	52
SECTION E - SOLICITATION PROVISIONS	53
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015).....	53
E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2016)	59
52.216-1 TYPE OF CONTRACT (APR 1984)	74
E.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015).....	74
E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)	75
E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	75
E.6 52.211-6 BRAND NAME OR EQUAL (AUG 1999).....	76
E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)	77
E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	78

E.9 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008).....	78
E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)	79

SECTION B - CONTINUATION OF SF 1449 BLOCKS

CONTAINS NO TEXT

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C247 MILLICENT R. BALL, 803-776-4000, X7439

Department of Veterans Affairs

W.J.B. Dorn VA Medical Center

6439 Garners Ferry Road

Columbia SC 29209-1639

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

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

Department of Veterans Affairs

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
--------------	------

B.2 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

- h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.
- j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.
- l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

- a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.
- b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.
- c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/ subcontractor is to perform;

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

(2) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within days.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3,

Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
 - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
 - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
 - (c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

6. SECURITY INCIDENT INVESTIGATION

- a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.
- b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.
- c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.
- d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its

subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

(1) Notification;

(2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

(3) Data breach analysis;

(4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

9. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

(End of Clause)

Statement of Work

Sterile Custom Packs

1. REQUIREMENT:

Contractor shall provide custom surgical packs as listed in the Schedule of Supplies/Services. Orders shall be shipped no later than 24 hours after receipt of request and arrive within 5-7 business days. The Contractor is required to provide a confirmation number for each order delivered to the warehouse located at the WJB Dorn VA Medical Center, 6439 Garners Ferry Road, Columbia, SC 29209.

2. REQUIREMENT OVERVIEW & PERIOD OF PERFORMANCE:

The government has a requirement for an IDIQ contract for commercial off the shelf (COTS) medical supplies customized in packs as outlined in the Schedule of Supplies/Services. The quantities listed are an estimate and may be more or less depending on patient volume. This requirement is being requested for one year period of performance May 2, 2016 –May 1, 2017.

1 Year:	2 May 2016 – 1 May 2017
---------	-------------------------

3. PLACE OF PERFORMANCE: WJB Dorn VA Medical Center, 6439 Garners Ferry Road, Columbia, SC 29209, OR Service Line.

4. DAYS AND HOURS OF OPERATION: Monday – Friday, 7:30 a.m. to 4:00 p.m. excluding Federal Holidays.

5. SPECIAL REQUIREMENTS:

- a. The custom packs need to be configured as outline in the Schedule of Supplies/Services with the quantities and items identified.
- b. The quantities identified in the Schedule of Supplies/Services are estimated and the vendor must be able to meet the desired quantities and description of each item that is outlined with base + 4 option years included.
- c. Vendor must provide samples for evaluation only. The samples must have all identifiers removed from the package and list only the description of the kit. Sample kit must be identified as “FOR EVALUATION ONLY”.
- d. A question and answer period will be available for vendors prior to evaluations. A notice will be sent out with the solicitation either by the Contracting Officer or the COR.
- e. Vendor shall submit samples according to the date and time indicated on the solicitation by the Contracting Officer. If deadline is not met, vendor will not be considered for competition. Samples must be picked up by vendor within 10 business days after date of award. Otherwise, they will be disposed of by the Government at no charge.

- f. Vendor must provide custom packs 60 days after award of contract for the purpose of the phase in/phase out of the current contract.
- g. Authorized IMS staff will contact the contractor via telephone and request delivery of required supplies. Orders shall be shipped no later than 24 hours after receipt of request and arrive within 5-7 business days.
- h. IMS personnel will provide sales rep or vendor with the established purchase order number and verify items received.
- i. Any changes referencing authorized staff as stated above will be communicated to the contracting specialist/officer and the contractor in writing throughout the life of the contract as submitted by the COR.
- j. **Contracting Officer's approval must be obtained in writing prior to substitution, addition, or deletion of any item.** Prior to approval, the contractor must submit a sample for evaluation of all items for which substitution is requested. The sample will be subject to the same terms and conditions as provided in paragraphs 8 and 9 below.

6. REQUIRED TIME OF DELIVERY: Contractor shall deliver the initial shipment within 60 days after the date of the first purchase order and within 30 days after receipt of subsequent purchase orders.

7.DELIVERY REQUIREMENTS: Deliveries shall be made FOB Destination.

8.The quantities listed are estimated quantities based on past usage. However, the Government cannot guarantee the exact quantity to be purchased due to fluctuating needs. The Government has the right to increase or decrease quantities at any time and will provide a 30 day notice.

9.PACKAGING INSTRUCTIONS: Name of Packs, Content Description, Lot Number, Re-Order Number and Expiration date must be visible from the outside of each pack. Name of Packs, Re-Order Number, Case Quantity, and Expiration Date must appear on the outside of each shipping container.

10. CONTRACT PERFORMANCE MONITORING: The government reserves the right to monitor services in accordance with Performance Based Matrix.

11. INVOICES:

a. Payment will be made upon receipt of a properly prepared detailed invoice, prepared by the Contractor and submitted through Tungsten Network (formerly known as OB10) <http://www.tungsten-network.com/us/en/>. A properly prepared invoice shall contain:

- ✓ Invoice Number and Date
- ✓ Contractor's Name and Address
- ✓ Accurate Purchase Order Number
- ✓ Supply or Service provided
- ✓ Period Supply or Service Provided

✓ Total Amount Due

b. Please begin submitting your electronic invoices through the Tungsten Network for payment processing, free of charge.

c. If you have questions about the e-invoicing program or Tungsten Network, contact information is as follows:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: yafscshd@va.gov

d. Web Address: [HTTP://WWW.FSC.VA.GOV/EINVOICE.ASP](http://www.fsc.va.gov/einvoice.asp)

12. TERMINATION FOR CONVENIENCE: Subject to a 14 day advance notice, the Government reserves the right to terminate this contract for convenience if the need for this service changes or is no longer required.

13. RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS:

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

- a. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
- b. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
- c. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
- d. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- e. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
- f. The Government Agency owns the rights to all data/records produced as part of this contract.
- g. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

- h. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
- i. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
- j. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

SCHEDULE OF SUPPLIES/SERVICES

***BASE YEAR REQUIREMENT – DATE OF CONTRACT AWARD FOR 12 MONTHS**

Item No.	Description <u>Amount</u>	Est. Qty	Unit <u>Unit</u>	Unit <u>Price</u>
1.	Shampoo, Body/Hair 4oz w/ Conditioner, scented, bottle, 72each/case	6	CS	
2.	Sterile Custom Minor Pack, 3each/case, to include all Items listed on page 7.	490	CS	
3.	Sterile Custom Major Pack, 1each/case, to include all Items listed on page 8.	185	CS	
4.	Sterile Custom Cysto	100	CS	

	Pack, 3each/case, to include all Items listed on page 9.		
5.	Towel, Radiopaque, Blue, Sterile, 25.75" x 15.75" 8each/pack; 10packs/case; 80each/case	275	CS
6.	Towel, Radiopaque, Blue, Non-Sterile, 25.75" x 15.75" 100each/case	625	CS
7.	Sterile Custom Total Joint Pack, 1each/case, to include all items listed on page 10.	250	CS
8.	Sterile Custom Cardiac Cath Pack, 3each/case, to include all items listed on pages 11.	150	CS
9.	Sterile Custom Pacemaker Pack, 3each/case, to include all items listed on pages 12.	55	CS
10.	Sterile Custom GYN Pack, 3each/case, to include all items listed on page 13-14.	60	CS
11.	Sterile Custom Hernia Pack, 1each/case, to include all items listed on page 15.	125	CS
12.	Sterile Custom Lap Colon Pack, 1each/case, to include all items listed on page 16.	60	CS
13.	Sterile Custom Lap Chole Pack, 1each/case, to include all items listed on page 17.	100	CS
14.	Sterile Custom Mini Kwik Pack, 12each/case to include all items listed on page 18.	50	CS
15.	Sterile Custom Eye Pack, 3each/case, to include all items listed on page 19.	250	CS

1. Tray Name: MINOR TRAY**Product No. 89-5722.6****Case Qty: 3 per case****Est. Total QTY: 490 cases**

<u>PART</u>	<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>MFG #</u>	<u>QTY</u>	<u>COUNTRY OF</u> <u>ORIGIN</u>
5-3200	Blade Carbon Steel 10 Rib- Back	ASPEN SURGICAL PRODUCTS,	371110	1.00	US
5-3210	Blade Carbon Steel 15 Rib- Back	ASPEN SURGICAL PRODUCTS,	371115	1.00	US
5-20055-TAA	Syringe 10CC Luer Lock No Caps	BECTON-DICKINSON DIVISION	301029	1.00	US
5-2985	Needle 25GA X 1 1/2IN Hypo Reg	BECTON-DICKINSON DIVISION	303018	1.00	US
5-3001	Needle 18GA X 1 1/2IN Hypo Reg	BECTON-DICKINSON DIVISION	303005	1.00	US
5-3050	Syringe Bulb Irrigation 50Cc	C R BARD, INC.	0935280	1.00	US
723250	Drape Lap Tiburon	CARDINAL HEALTH COMPANY	29410NB	1.00	MX
5-20245	Electrode Blade Ultra Clean 1 Inch	CONMED CORPORATION	139100NSB	1.00	US
5-3628C	Tubing Suction 1/4In X 20Ft	CONMED CORPORATION	9036540	1.00	MX
5-6034-P	Box Plain 20.38 x 20.38 x19.88	COOPER CONTAINER	5-6034-P	1.00	US
5-1172	Gauze Dbl Xray 4 X 8 12 Ply	COVIDIEN	7462	10.00	US
5-3748-TAA	Yankauer Bulb Tip Without Vent	COVIDIEN	5558505052	1.00	MX
751509	Container Specimen 5Oz	COVIDIEN	2600SA	1.00	MX
4-10596	Marker Surgical Utility Fine Tip	DEROYAL	PE747	1.00	US
4-9911	Marker Skin Standard Tip	DEROYAL	PE755SKSTD	1.00	US
032X5G	Strip Tape 2 x 5 In With Geo Med	DEROYAL DISTRIBUTION	032X5G	1.00	US
040-2000-2	Ruler SSDC 6.25 x .875 DeRoyal	DEROYAL DISTRIBUTION	040-2000-2	1.00	US
10-1261	Cautery Pencil Holster	DEROYAL DISTRIBUTION	10-1261	1.00	US
1043133	Label Sheet Custom Full Sheet .5	DEROYAL DISTRIBUTION	1043133	1.00	US
25-0403NS-T	Ns Needle Counter Foam/Magnet	DEROYAL DISTRIBUTION	25-0403NS-T	1.00	DO
5-19052	Tray Protector 21IN X 24IN Small	DEROYAL DISTRIBUTION	5-19052	1.00	US
5-8283	Royal Wrap 30 x 30	DEROYAL DISTRIBUTION	5-8283	1.00	US
88-000007-T	Cautery Pencil, Push Button	DEROYAL DISTRIBUTION	88-000007-T	1.00	CR
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	2.00	MX
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	1.00	MX
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	13.00	MX
TRLAB-001E	Label 1 Up, Plain Paper Geo Med,	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
5-3107	Bag Suture 6.5 X 11.3	FOX CONVERTING	410253107	1.00	US
5-17465	Cover Back Table 60X90 60 X 90	HALYARD HEALTH INC.	79068	1.00	MX
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	1.00	HN
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	2.00	HN
5-5222	Drape Flat Half 44 X 60	HALYARD HEALTH INC.	79106	1.00	MX
5-5262	Cover Mayo Stand 23 X 54	HALYARD HEALTH INC.	79607	1.00	MX
HD-395-0060	Cup Medicine 2 Ounce	HOSPITAL DISPOSABLES	HD-395-0060	2.00	US
HD-395-	PITCHER,GRADUATE 1200CC	HOSPITAL DISPOSABLES	HD-395-1200CT	1.00	US
HD-395-1500	Bowl Sponge 48 Oz Blue 1500CC	HOSPITAL DISPOSABLES	HD-395-1500	1.00	US
HD-396-	Tray Mayo Small 12 X 19 Bulk P	HOSPITAL DISPOSABLES	HD-396-1219CT	1.00	US
HD-397-0001	Holder Blade Blue	HOSPITAL DISPOSABLES	HD-397-0001	1.00	US
4-5055-PA	Bag Sterilization 28.25X27.25 4 Mil	PRINTPACK/MARSHALL FLEX/	MB-11146-000	1.00	US
LSL2	Label 2 Up Laser, 8.5 x 5.5 8 1/2 x	PROFORMS	3020021	1.00	US
755059	Cover Light Handle	STERIS CORPORATION	LB51	2.00	US
1818-1	Sponge Lap Folded 18 X 18	US MEDCO INC.	1818-1	2.00	MX

*INDICATES BRAND ONLY

**Contains Latex

REMAINDER OF PAGE IS INTENTIONALLY BLANK

2. Tray Name: MAJOR PACK**Product No. 89-5723.5****Case Qty: 1 per case****Est. Total Quantity: 185 cases**

<u>PART</u>	<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>MFG#</u>	<u>QTY</u>	<u>COUNTRY</u>
<u>OF ORIGIN</u>					
5x2 COLOR CUSTOM LABLE SHEET FULL DEROYAL DISTIRBUTION .5X2					
1.00	Blade Carbon Steel 10 Rib- Back	ASPEN SURGICAL PRODUCTS,	371110	2.00	US
5-3210	Blade Carbon Steel 15 Rib- Back	ASPEN SURGICAL PRODUCTS,	371115	2.00	US
5-20055-	Syringe 10CC Luer Lock No Caps	BECTON-DICKINSON DIVISION	301029	1.00	US
5-2985	Needle 25GA X 1 1/2IN Hypo	BECTON-DICKINSON DIVISION	303018	1.00	US
5-3001	Needle 18GA X 1 1/2IN Hypo	BECTON-DICKINSON DIVISION	303005	1.00	US
5-3050	Syringe Bulb Irrigation 50Cc	C R BARD, INC.	0935280	1.00	US
723250	Drape Lap Tiburon	CARDINAL HEALTH COMPANY	29410NB	1.00	MX
5-20245	Electrode Blade Ultra Clean 1	CONMED CORPORATION	139100NSB	1.00	US
5-20490	Blade Electrode Ultraclean 6in	CONMED CORPORATION	139107NSB	1.00	US
5-3560	Poole Suction Without Tubing	CONMED CORPORATION	9035040	1.00	US
5-3628C	Tubing Suction 1/4In X 20Ft	CONMED CORPORATION	9036540	1.00	MX
5-8884-P	Box Plain 23.63 x 19.68 x14.25	COOPER CONTAINER	5-8884-P	1.00	US
5-1172	Gauze Dbl Xray 4 X 8 12 Ply	COVIDIEN	7462	10.00	US
5-3748-TAA	Yankauer Bulb Tip Without Vent	COVIDIEN	5558505052	1.00	MX
751509	Container Specimen 5Oz	COVIDIEN	2600SA	1.00	MX
4-10596	Marker Surgical Utility Fine Tip	DEROYAL	PE747	1.00	US
4-9911	Marker Skin Standard Tip	DEROYAL	PE755SKSTD	1.00	US
032X5G	Strip Tape 2 x 5 In With Geo	DEROYAL DISTRIBUTION	032X5G	2.00	US
040-2000-2	Ruler SSDC 6.25 x .875 DeRoyal	DEROYAL DISTRIBUTION	040-2000-2	1.00	US
10-1261	Cautery Pencil Holster	DEROYAL DISTRIBUTION	10-1261	1.00	US
25-0403NS-T	Ns Needle Counter	DEROYAL DISTRIBUTION	25-0403NS-T	1.00	DO
5-19052	Tray Protector 21IN X 24IN	DEROYAL DISTRIBUTION	5-19052	1.00	US
5-8283	Royal Wrap 30 x 30	DEROYAL DISTRIBUTION	5-8283	1.00	US
88-000007	Cautery Pencil, Push Button	DEROYAL DISTRIBUTION	88-000007	1.00	CR
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	3.00	MX
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	1.00	MX
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	20.00	MX
TRLAB-001E	Label 1 Up, Plain Paper Geo	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
5-3107	Bag Suture 6.5 X 11.3	FOX CONVERTING	410253107	1.00	US
5-17465	Cover Back Table 60X90 60 X 90	HALYARD HEALTH INC.	79068	1.00	MX
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	3.00	HN
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	1.00	HN
5-5222	Drape Flat Half 44 X 60	HALYARD HEALTH INC.	79106	1.00	MX
5-5262	Cover Mayo Stand 23 X 54	HALYARD HEALTH INC.	79607	1.00	MX
5-6367	Drape Flat 60 X 76 3/4	HALYARD HEALTH INC.	79147	2.00	MX
HD-395-	Cup Medicine 2 Ounce	HOSPITAL DISPOSABLES	HD-395-0060	2.00	US
HD-395-	PITCHER,GRADUATE 1200CC	HOSPITAL DISPOSABLES	HD-395-1200CT	1.00	US
HD-395-	Bowl Sponge 48 Oz Blue 1500CC	HOSPITAL DISPOSABLES	HD-395-1500	1.00	US
HD-395-	BASIN,RING 6000CC	HOSPITAL DISPOSABLES	HD-395-6000CT	1.00	US
HD-396-	Tray Large Mayo 16.5x21.5x1.25	HOSPITAL DISPOSABLES	HD-396-1622	1.00	US
HD-397-	Holder Blade Blue	HOSPITAL DISPOSABLES	HD-397-0001	1.00	US
4-5060-PA	Bag Sterilization 27.5 x 34 ID 4	PRINTPACK/MARSHALL FLEX /	MB-11078-0001	1.00	US
LSL2	Label 2 Up Laser, 8.5 x 5.5 8 1/2	PROFORMS	3020021	1.00	US
755059	Cover Light Handle	STERIS CORPORATION	LB51	2.00	US
1818-1	Sponge Lap Folded 18 X 18	US MEDCO INC.	1818-1	3.00	MX

*INDICATES BRAND ONLY

**Contains Latex

REMAINDER OF PAGE IS INTENTIONALLY BLANK

3. Tray Name: CYSTO PACK PGYBK**Product No. 89-5721.4****Case Qty: 3 per case****Est. Total Qty: 100 cs**

<u>PART</u>	<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>MFG #</u>	<u>QTY</u>	
<u>COUNTRY OF</u>	<u>ORIGIN</u>				
	.5x2 COLOR CUST OM LABEL SHEET FULL DEROYAL DISTRIBUTION 5X2 COLOR US			1.00	
5-3422	Steri Strip 1/2 X 4 3 Strips Per	3M HEALTH CARE	R1547NS	1.00	US
5-20055-TAA	Syringe 10CC Luer Lock No Caps	BECTON-DICKINSON DIVISION	301029	1.00	US
5-20061	Syringe 30CC Luer Lock	BECTON-DICKINSON DIVISION	301033	1.00	US
5-3050	Syringe Bulb Irrigation 50Cc	C R BARD, INC.	0935280	1.00	US
55-2935	Syringe Toomey 70CC With 3 Tips	C R BARD, INC.	0038460	1.00	US
1043125	Gown Impervious XX-Lg X-Long	CARDINAL HEALTH COMPANY	9071ELN	3.00	US
5-6034A-P	Box Plain 21.5 x 21.5 x 20 Kraft,	COOPER CONTAINER	5-6034A-P	1.00	US
5-1175	Gauze Dbl Xray 4 X 4 16 Ply	COVIDIEN	7148	20.00	US
751509	Container Specimen 5Oz	COVIDIEN	2600SA	2.00	MX
4-10596	Marker Surgical Utility Fine Tip	DEROYAL	PE747	1.00	US
032X5G	Strip Tape 2 x 5 In With Geo Med	DEROYAL DISTRIBUTION	032X5G	1.00	US
5-8283	Royal Wrap 30 x 30	DEROYAL DISTRIBUTION	5-8283	1.00	US
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	1.00	MX
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	5.00	MX
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	2.00	MX
TRLAB-001E	Label 1 Up, Plain Paper Geo Med,	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
5-18193	Drape Cystoscopy 62 X 100 Fen 3	HALYARD HEALTH INC.	89548	1.00	MX
5-5247	Legging 31 X 48 With 6 Inch Cuff	HALYARD HEALTH INC.	79027	2.00	MX
HD-395-1500	Bowl Sponge 48 Oz Blue 1500CC	HOSPITAL DISPOSABLES	HD-395-1500	1.00	US
HD-395-	BASIN,RING 6000CC	HOSPITAL DISPOSABLES	HD-395-6000CT	1.00	US
712964	Cover Back Table Reinforced 50 x	MEDLINE INDUSTRIES, INC.	61024CS	1.00	US
759084	Bag Drain UroDrain	OWENS & MINOR, INC.	4131335825	1.00	US
4-5060-PA	Bag Sterilization 27.5 x 34 ID 4 Mil	PRINTPACK/MARSHALL FLEX /	MB-11078-0001	1.00	US
4-5060-PA	Bag Sterilization 27.5 x 34 ID 4 Mil	PRINTPACK/MARSHALL FLEX /	MB-11078-0001	1.00	US
LSL2	Label 2 Up Laser, 8.5 x 5.5 8 1/2 x	PROFORMS	3020021	1.00	US
792571	Set Irrigation Warming Piggyback	SMITHS MEDICAL ASD, INC.	IR-600	1.00	US

755059	Cover Light Handle	STERIS CORPORATION	LB51	2.00	US
--------	--------------------	--------------------	------	------	----

*INDICATES BRAND ONLY

**Contains Latex

REMAINDER OF PAGE IS INTENTIONALLY BLANK

5. Tray Name: TOTAL JOINT (A&B PACKS)**Product No. 89-5720.5****Case Qty: 1 per case****Est. Total Qty: 250 cases**

<u>PART</u>	<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>MFG #</u>	<u>QTY</u>	<u>COUNTRY OF</u> <u>ORIGIN</u>
5-20431	Wrap Self Adherent 6 Inch X 5	3M HEALTH CARE	2086K	1.00	US
55-12202	Prep Applicator 26ML With 2	3M HEALTH CARE	8630	1.00	US
55-50274	Drape Incise With Ioban 35 X 33	3M HEALTH CARE	6651EZSB	1.00	US
789363	Remover Lotion 4oz Bottle	3M HEALTH CARE	8611	1.00	US
5-3200	Blade Carbon Steel 10 Rib- Back	ASPEN SURGICAL PRODUCTS,	371110	4.00	US
5-3050	Syringe Bulb Irrigation 50Cc	C R BARD, INC.	0935280	2.00	US
5-20245	Electrode Blade Ultra Clean 1 Inch	CONMED CORPORATION	139100NSB	1.00	US
5-3628C	Tubing Suction 1/4In X 20Ft	CONMED CORPORATION	9036540	2.00	MX
5-8884-P	Box Plain 23.63 x 19.68 x14.25	COOPER CONTAINER	5-8884-P	1.00	US
55-13268	Tube Suction Kamvac Mini 10	DEPUY	5300-10500	2.00	US
4-10596	Marker Surgical Utility Fine Tip	DEROYAL	PE747	1.00	US
4-9911	Marker Skin Standard Tip	DEROYAL	PE755SKSTD	1.00	US
032X5G	Strip Tape 2 x 5 In With Geo Med	DEROYAL DISTRIBUTION	032X5G	2.00	US
032X5G	Strip Tape 2 x 5 In With Geo Med	DEROYAL DISTRIBUTION	032X5G	2.00	US
040-2000-2	Ruler SSDC 6.25 x .875 DeRoyal	DEROYAL DISTRIBUTION	040-2000-2	1.00	US
10-1261	Cautery Pencil Holster	DEROYAL DISTRIBUTION	10-1261	1.00	US
1043133	Label Sheet Custom Full Sheet .5	DEROYAL DISTRIBUTION	1043133	1.00	US
25-0403NS-T	Ns Needle Counter Foam/Magnet	DEROYAL DISTRIBUTION	25-0403NS-T	1.00	DO
5-19052	Tray Protector 21IN X 24IN Small	DEROYAL DISTRIBUTION	5-19052	1.00	US
5-19052	Tray Protector 21IN X 24IN Small	DEROYAL DISTRIBUTION	5-19052	1.00	US
5-8283	Royal Wrap 30 x 30	DEROYAL DISTRIBUTION	5-8283	1.00	US
88-000007-T	Cautery Pencil, Push Button	DEROYAL DISTRIBUTION	88-000007-T	1.00	CR
9816-54NS-T	Ns Stockinette Imprv 12 X 48 Size:	DEROYAL DISTRIBUTION	9816-54NS-T	1.00	GT
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	1.00	MX
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	19.00	MX
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	4.00	MX
TRLAB-001E	Label 1 Up, Plain Paper Geo Med,	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
TRLAB-001E	Label 1 Up, Plain Paper Geo Med,	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
5-3107	Bag Suture 6.5 X 11.3	FOX CONVERTING	410253107	1.00	US
5-11976	Cover Back Table Heavy Duty 60	HALYARD HEALTH INC.	79006	1.00	US
5-17507	Cover Back Table 50X90 50 X 90	HALYARD HEALTH INC.	79058	2.00	MX
5-17507	Cover Back Table 50X90 50 X 90	HALYARD HEALTH INC.	79058	1.00	MX
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	1.00	HN
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	4.00	HN
5-5241	Drape Split Plastic W/Tape 60 X 70	HALYARD HEALTH INC.	79330	2.00	MX
5-5262	Cover Mayo Stand 23 X 54	HALYARD HEALTH INC.	79607	2.00	MX
5-5675	Drape Split With Tape 76 X 120	HALYARD HEALTH INC.	13231	2.00	MX
5-6367	Drape Flat 60 X 76 3/4 Reinforced	HALYARD HEALTH INC.	79147	5.00	MX
HD-395-0060	Cup Medicine 2 Ounce	HOSPITAL DISPOSABLES	HD-395-0060	2.00	US
HD-395-	Bowl 1000CC Bulk Pack	HOSPITAL DISPOSABLES	HD-395-1000CT	2.00	US
HD-395-	BASIN,RING 6000CC	HOSPITAL DISPOSABLES	HD-395-6000CT	1.00	US

HD-396-	Tray Mayo Small 12 X 19 Bulk P	HOSPITAL DISPOSABLES	HD-396-1219CT	1.00	US
HD-396-1622	Tray Large Mayo 16.5x21.5x1.25	HOSPITAL DISPOSABLES	HD-396-1622	1.00	US
4-5060-PA	Bag Sterilization 27.5 x 34 ID 4 Mil	PRINTPACK/MARSHALL FLEX/	MB-11078-0001	1.00	US
4-5060-PA	Bag Sterilization 27.5 x 34 ID 4 Mil	PRINTPACK/MARSHALL FLEX/	MB-11078-0001	1.00	US
LSL2	Label 2 Up Laser, 8.5 x 5.5 8 1/2 x	PROFORMS	3020021	1.00	US
755059	Cover Light Handle	STERIS CORPORATION	LB51	2.00	US
1818-1	Sponge Lap Folded 18 X 18	US MEDCO INC.	1818-1	4.00	MX

*INDICATES BRAND ONLY

**Contains Latex

REMAINDER OF PAGE IS INTENTIONALLY BLANK

6. Tray Name: CARDIAC CATH PACK

Product No. 89-6716.5

Case Qty: 3 per case

Est. Total Qty: 150 cases

PART	DESCRIPTION	VENDOR	MFG #	QTY	COUNTRY OF ORIGIN
5-20091	Syringe 10CC MLL Blue	ARGON MEDICAL	082001	1.00	US
5-20092	Syringe 10CC MLL Green	ARGON MEDICAL	082051	1.00	US
5-3302-TAA	Clamp Towel Plastic 2.5 Inch	ARGON MEDICAL	099773	3.00	US
726240	Syringe 10CC MLL White	ARGON MEDICAL	082033	2.00	US
5-3198	Scalpel Stainless Steel 11	ASPEN SURGICAL PRODUCTS,	371631	1.00	US
5-20055-	Syringe 10CC Luer Lock No Caps	BECTON-DICKINSON DIVISION	301029	6.00	US
5-20057	Syringe 20CC Luer Lock	BECTON-DICKINSON DIVISION	301031	1.00	US
5-20058-	Syringe 3CC Luer Lock	BECTON-DICKINSON DIVISION	301073	2.00	US
5-3001	Needle 18GA X 1 1/2IN Hypo	BECTON-DICKINSON DIVISION	303005	1.00	US
5-3011	Needle 22GA X 1 1/2 305156 ST	BECTON-DICKINSON DIVISION	303009	1.00	US
5-3016	Needle Hypo Reg Bevel 25GA X	BECTON-DICKINSON DIVISION	303010	1.00	US
740404	Drape Femoral Angio W/Pouch	CARDINAL HEALTH COMPANY	D2284NSC	1.00	US
718995	Chloraprep Tinted 10.5ML	CAREFUSION 213 LLC.	260725NSB	1.00	US
5-6034-P	Box Plain 20.38 x 20.38 x19.88	COOPER CONTAINER	5-6034-P	1.00	US
5-8577	Gauze No Xray 4 X 4 12 Ply	COVIDIEN	4032	100.00	US
751509	Container Specimen 5Oz	COVIDIEN	2600SA	1.00	MX
032X5G	Strip Tape 2 x 5 In With Geo	DEROYAL DISTRIBUTION	032X5G	1.00	US
040-2000-2	Ruler SSDC 6.25 x .875 DeRoyal	DEROYAL DISTRIBUTION	040-2000-2	1.00	US
1043854	Label Sheet Custom Cut in 1/4	DEROYAL DISTRIBUTION	1043854	1.00	US
5-19052	Tray Protector 21IN X 24IN	DEROYAL DISTRIBUTION	5-19052	1.00	US
5-8284	Royal Wrap 48 x 48	DEROYAL DISTRIBUTION	5-8284	1.00	US
TRLAB-001E	Label 1 Up, Plain Paper Geo	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
967692	Forcep Mosquito Halstead	FINE SURGICAL INSTRUMENT	200-519	1.00	DE
5-17507	Cover Back Table 50X90 50 X 90	HALYARD HEALTH INC.	79058	1.00	MX
5-17562	Cover Back Table 44 X 78	HALYARD HEALTH INC.	79448	1.00	MX
5-18413	Gown Surgical Extra Lg LineExt	HALYARD HEALTH INC.	72888	3.00	HN
HD-395-	Cup Medicine 2 Ounce	HOSPITAL DISPOSABLES	HD-395-0060	1.00	US
HD-395-	Bowl Guidewire w/Tabs 2500CC	HOSPITAL DISPOSABLES	HD-395-GW2000CT	1.00	US
HD-396-	Tray Mayo Small 12 X 19 Bulk P	HOSPITAL DISPOSABLES	HD-396-1219CT	1.00	US
5-10636	Label Nitro .5 X 2 Blue	LABELS FOR TRAYS	.5X2 BLUE	1.00	US
5-10636	Label Nitro .5 X 2 Blue	LABELS FOR TRAYS	.5X2 BLUE	1.00	US
5-4157	Label Heparin .5 X 2 White	LABELS FOR TRAYS	.5 X 2 WHITE	1.00	US
5-4157	Label Heparin .5 X 2 White	LABELS FOR TRAYS	.5 X 2 WHITE	1.00	US
5-6340	Label Lidocaine .5 X 2 White	LABELS FOR TRAYS	.5 X 2 WHITE	1.00	US
5-6572	Label Nitro .5 X 2 White	LABELS FOR TRAYS	.5X2 WHITE	1.00	US
905686	Label Sheet Custom Cut in 1/4	LABELS FOR TRAYS	.5 X 2 WHITE	1.00	US
5-11606	Needle 18GA X 2 3/4 Guidewire	MANAN MEDICAL PRODUCTS	1100-18E-7	1.00	US
786592	Holder Temporary	MERIT MEDICAL SYSTEMS, INC.	SS20P	1.00	US
909521	Syringe 20ML MLL	MERIT MEDICAL SYSTEMS, INC.	MSS121-LBP	1.00	US
873071	Kit Angio Custom V A Hospital -	NAVILYST MEDICAL	65221722	1.00	US
4-3630BB-	Band Bag 36 x 30	PREFERRED MEDICAL	EZ-3630-NS	2.00	US
5-15506-	Decanter Bag 9 Inches White	PREFERRED MEDICAL	BD-100NS	1.00	US

4-5060-PA	Bag Sterilization 27.5 x 34 ID 4	PRINTPACK/MARSHALL FLEX /	MB-11078-0001	1.00	US
LSL2	Label 2 Up Laser, 8.5 x 5.5 8 1/2	PROFORMS	3020021	1.00	US
5-10429	Stopcock 3 Way Right Hand Off	SMITHS MEDICAL ASD, INC.	B14331R	2.00	US
967668	Scissor Mayo Straight 5.5 Inches	SURGICAL DESIGN, INC.	GM-121S	1.00	DE
967684	Forcep Mosquito Halstead	SURGICAL DESIGN, INC.	GM-161S	1.00	DE
QM-5042A	Towel No XRay Washed Blue	US MEDCO INC.	QM-5042A	3.00	MX
QM-5042A	Towel No XRay Washed Blue	US MEDCO INC.	QM-5042A	7.00	MX

***INDICATES BRAND ONLY**

****Contains Latex**

REMAINDER OF PAGE IS INTENTIONALLY BLANK

7. Tray Name: PACEMAKER PACK

Product No. 89-6717.4

Case Qty: 3 per case

Est. Total Qty: 55 cases

<u>PART</u>	<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>MFG #</u>	<u>QTY</u>	<u>COUNTRY OF</u> <u>ORIGIN</u>
55-12202	Prep Applicator 26ML With 2	3M HEALTH CARE	8630	2.00	US
55-50808	Drape Incise With Ioban 35 X 23	3M HEALTH CARE	6648EZSB	1.00	US
726240	Syringe 10CC MLL White	ARGON MEDICAL	082033	1.00	US
5-2711	Scalpel Stainless Steel 10 Scalpel	ASPEN SURGICAL PRODUCTS,	371630	1.00	US
5-3198	Scalpel Stainless Steel 11	ASPEN SURGICAL PRODUCTS,	371631	1.00	US
5-20056	Syringe Control 10CC Lure Lock	BECTON-DICKINSON DIVISION	304134	1.00	US
5-2985	Needle 25GA X 1 1/2IN Hypo Reg	BECTON-DICKINSON DIVISION	303018	1.00	US
4-9542-1	Cover Light Handle	BRENTWOOD INDUSTRIES, INC.	4-9542-1	1.00	US
5-3050	Syringe Bulb Irrigation 50Cc	C R BARD, INC.	0935280	1.00	US
718995	Chloraprep Tinted 10.5ML	CAREFUSION 213 LLC.	260725NSB	1.00	US
74-30372C	Tubing Suction NC Molded Conn	CONMED CORPORATION	9036550	1.00	MX
5-6034-P	Box Plain 20.38 x 20.38 x19.88	COOPER CONTAINER	5-6034-P	1.00	US
5-1175	Gauze Dbl Xray 4 X 4 16 Ply	COVIDIEN	7148	100.00	US
5-3748-TAA	Yankauer Bulb Tip Without Vent	COVIDIEN	5558505052	1.00	MX
4-10596	Marker Surgical Utility Fine Tip	DEROYAL	PE747	1.00	US
4-9994	Block Foam 10 Count w/adhesive	DEROYAL	4-9994	1.00	US
032X5G	Strip Tape 2 x 5 In With Geo Med	DEROYAL DISTRIBUTION	032X5G	2.00	US
040-2000-2	Ruler SSDC 6.25 x .875 DeRoyal	DEROYAL DISTRIBUTION	040-2000-2	1.00	US
1043862	Label Sheet Custom Cut in 1/4 .5	DEROYAL DISTRIBUTION	1043862	1.00	US
25-0403NS-T	Ns Needle Counter Foam/Magnet	DEROYAL DISTRIBUTION	25-0403NS-T	1.00	DO
4-2552	Episeal Tan 1/2 X 4	DEROYAL DISTRIBUTION	4-2552	2.00	US
5-19052	Tray Protector 21IN X 24IN Small	DEROYAL DISTRIBUTION	5-19052	1.00	US
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	20.00	MX
TRLAB-001E	Label 1 Up, Plain Paper Geo Med,	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
5-17465	Cover Back Table 60X90 60 X 90	HALYARD HEALTH INC.	79068	1.00	MX
5-18413	Gown Surgical Extra Lg LineExt	HALYARD HEALTH INC.	72888	3.00	HN
5-20361	Drape Thyroid 76IN x 124IN	HALYARD HEALTH INC.	79255	1.00	MX
5-5262	Cover Mayo Stand 23 X 54	HALYARD HEALTH INC.	79607	1.00	MX

5-6367	Drape Flat 60 X 76 3/4 Reinforced	HALYARD HEALTH INC.	79147	1.00	MX
HD-395-0060	Cup Medicine 2 Ounce	HOSPITAL DISPOSABLES	HD-395-0060	2.00	US
HD-395-	Bowl 1000CC Bulk Pack	HOSPITAL DISPOSABLES	HD-395-1000CT	2.00	US
HD-395-	BASIN,RING 6000CC	HOSPITAL DISPOSABLES	HD-395-6000CT	1.00	US
HD-396-	Tray Mayo Small 12 X 19 Bulk P	HOSPITAL DISPOSABLES	HD-396-1219CT	1.00	US
HD-397-0001	Holder Blade Blue	HOSPITAL DISPOSABLES	HD-397-0001	1.00	US
4-3620BB-	Band Bag 36 x 26	PREFERRED MEDICAL	EZ-3626-NS	2.00	US
4-5060-PA	Bag Sterilization 27.5 x 34 ID 4 Mil	PRINTPACK/MARSHALL FLEX /	MB-11078-0001	1.00	US
LSL2	Label 2 Up Laser, 8.5 x 5.5 8 1/2 x	PROFORMS	3020021	1.00	US

***INDICATES BRAND NAME ONLY**

****Contains Latex**

REMAINDER OF PAGE IS INTENTIONALLY BLANK

8. Tray Name: GYN PACK

Product No. 89-7711.3

Case Qty: 3 per case

Est. Total Qty: 60 Cases

<u>PART</u>	<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>MFG #</u>	<u>QTY</u>	<u>COUNTRY OF</u>
5-3210	Blade Carbon Steel 15 Rib-Back	ASPEN SURGICAL PRODUCTS,	371115	1.00	US
5-3050	Syringe Bulb Irrigation 50Cc	C R BARD, INC.	0935280	1.00	US
5-20245	Electrode Blade Ultra Clean 1 Inch	CONMED CORPORATION	139100NSB	1.00	US
5-3628C	Tubing Suction 1/4In X 20Ft	CONMED CORPORATION	9036540	1.00	MX
5-6034A-P	Box Plain 21.5 x 21.5 x 20 Kraft,	COOPER CONTAINER	5-6034A-P	1.00	US
49-20002	Lubricant Jelly 10 Gram	COVIDIEN	1106	1.00	MX
5-1172	Gauze Dbl Xray 4 X 8 12 Ply	COVIDIEN	7462	10.00	US
5-18134	Dressing Telfa 3In x 8In	COVIDIEN	12388	1.00	US
5-3523	Catheter Plastic Rob-Nel	COVIDIEN	5558492046	1.00	MX
5-3748-TAA	^{1/4EP} Yankauer Bulb Tip Without Vent	COVIDIEN	5558505052	1.00	MX
751509	Container Specimen 50z	COVIDIEN	2600SA	1.00	MX
4-10596	Marker Surgical Utility Fine Tip	DEROYAL	PE747	1.00	US
032X5G	Strip Tape 2 x 5 In With Geo Med	DEROYAL DISTRIBUTION	032X5G	2.00	US
040-2000-2	Ruler SSDC 6.25 x .875 DeRoyal	DEROYAL DISTRIBUTION	040-2000-2	1.00	US
10-1261	Cautery Pencil Holster	DEROYAL DISTRIBUTION	10-1261	1.00	US
1043133	Label Sheet Custom Full Sheet .5	DEROYAL DISTRIBUTION	1043133	1.00	US
25-0403NS-T	Ns Needle Counter Foam/Magnet	DEROYAL DISTRIBUTION	25-0403NS-T	1.00	DO
5-19052	Tray Protector 21IN X 24IN Small	DEROYAL DISTRIBUTION	5-19052	1.00	US
5-8283	Royal Wrap 30 x 30	DEROYAL DISTRIBUTION	5-8283	1.00	US
88-000007-T	Cautery Pencil, Push Button	DEROYAL DISTRIBUTION	88-000007-T	1.00	CR
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	1.00	MX

DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	2.00	MX
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	13.00	MX
TRLAB-001E	Label 1 Up, Plain Paper Geo Med,	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
5-3107	Bag Suture 6.5 X 11.3	FOX CONVERTING	410253107	1.00	US
5-13177	Drape Underbuttocks W/Pouch 40	HALYARD HEALTH INC.	79414	1.00	MX
5-17465	Cover Back Table 60X90 60 X 90	HALYARD HEALTH INC.	79068	1.00	MX
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	1.00	HN
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	2.00	HN
5-20231	Drape Laparoscopic Pelviscopy	HALYARD HEALTH INC.	79219	1.00	MX
5-5222	Drape Flat Half 44 X 60	HALYARD HEALTH INC.	79106	1.00	MX
5-5262	Cover Mayo Stand 23 X 54	HALYARD HEALTH INC.	79607	1.00	MX
HD-395-0060	Cup Medicine 2 Ounce	HOSPITAL DISPOSABLES	HD-395-0060	2.00	US
HD-395-	Basin Emesis 700CC Bulk	HOSPITAL DISPOSABLES	HD-395-0700CT	1.00	US
HD-395-	PITCHER,GRADUATE	HOSPITAL DISPOSABLES	HD-395-1200CT	1.00	US
HD-395-1500	Bowl Sponge 48 Oz Blue 1500CC	HOSPITAL DISPOSABLES	HD-395-1500	1.00	US
HD-396-	Tray Mayo Small 12 X 19 Bulk P	HOSPITAL DISPOSABLES	HD-396-1219CT	1.00	US
HD-397-0001	Holder Blade Blue	HOSPITAL DISPOSABLES	HD-397-0001	1.00	US
5-9655	Pad Maternity Promise	OWENS & MINOR, INC.	5737062320	1.00	US
4-5060-PA	Bag Sterilization 27.5 x 34 ID 4 Mil	PRINTPACK/MARSHALL FLEX /	MB-11078-0001	1.00	US
LSL2	Label 2 Up Laser, 8.5 x 5.5 8 1/2 x	PROFORMS	3020021	1.00	US
755059	Cover Light Handle	STERIS CORPORATION	LB51	2.00	US
1818-1	Sponge Lap Folded 18 X 18	US MEDCO INC.	1818-1	1.00	MX

***INDICATES BRAND ONLY**

****Contains Latex** REMAINDER OF PAGE IS INTENTIONALLY BLANK

9. Tray Name: HERNIA PACK PGYBK**Product No. 89-7713.3****Case Qty: 1 per case****Est. Total Qty: 125 Cases**

<u>PART</u>	<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>MFG #</u>	<u>QTY</u>	<u>COUNTRY</u>
5-3200	Blade Carbon Steel 10 Rib-	ASPEN SURGICAL	371110	1.00	US ^{OF}
5-3210	Blade Carbon Steel 15 Rib-	ASPEN SURGICAL	371115	1.00	US
5-20055-	Syringe 10CC Luer Lock No	BECTON-DICKINSON	301029	1.00	US
5-2985	Needle 25GA X 1 1/2IN Hypo	BECTON-DICKINSON	303018	1.00	US
5-3001	Needle 18GA X 1 1/2IN Hypo	BECTON-DICKINSON	303005	1.00	US
5-3050	Syringe Bulb Irrigation 50Cc	C R BARD, INC.	0935280	1.00	US
763850	Drape General Endoscopy	CARDINAL HEALTH	9458NB	1.00	MX
5-20245	Electrode Blade Ultra Clean 1	CONMED CORPORATION	139100NSB	1.00	US
5-3628C	Tubing Suction 1/4In X 20Ft	CONMED CORPORATION	9036540	1.00	MX
5-8884-P	Box Plain 23.63 x 19.68 x14.25	COOPER CONTAINER	5-8884-P	1.00	US
5-1172	Gauze Dbl Xray 4 X 8 12 Ply	COVIDIEN	7462	10.00	US
5-3748-TAA	Yankauer Bulb Tip Without	COVIDIEN	5558505052	1.00	MX
751509	Container Specimen 5Oz	COVIDIEN	2600SA	1.00	MX
4-10596	Marker Surgical Utility Fine Tip	DEROYAL	PE747	1.00	US
4-9911	Marker Skin Standard Tip	DEROYAL	PE755SKSTD	1.00	US
032X5G	Strip Tape 2 x 5 In With Geo	DEROYAL DISTRIBUTION	032X5G	2.00	US
040-2000-2	Ruler SSDC 6.25 x .875	DEROYAL DISTRIBUTION	040-2000-2	1.00	US
10-1261	Cautery Pencil Holster	DEROYAL DISTRIBUTION	10-1261	1.00	US
1043133	Label Sheet Custom Full Sheet	DEROYAL DISTRIBUTION	1043133	1.00	US
25-0403NS-	Ns Needle Counter	DEROYAL DISTRIBUTION	25-0403NS-T	1.00	DO
28-0102	Flip-top DeFogger	DEROYAL DISTRIBUTION	28-0102	1.00	US
28-0209	Tubing,Insuf w/.1 Micr Flt	DEROYAL DISTRIBUTION	28-0209	1.00	DO
5-19052	Tray Protector 21IN X 24IN	DEROYAL DISTRIBUTION	5-19052	1.00	US
5-8283	Royal Wrap 30 x 30	DEROYAL DISTRIBUTION	5-8283	1.00	US
88-000007-T	Cautery Pencil, Push Button	DEROYAL DISTRIBUTION	88-000007-T	1.00	CR
DT100-DB-	Towel OR XRay Detectable	DEROYAL DISTRIBUTION	DT100-DB-M	3.00	MX
DT100-DB-	Towel OR XRay Detectable	DEROYAL DISTRIBUTION	DT100-DB-M	1.00	MX
DT100-DB-	Towel OR XRay Detectable	DEROYAL DISTRIBUTION	DT100-DB-M	12.00	MX
TRLAB-	Label 1 Up, Plain Paper Geo	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
5-3107	Bag Suture 6.5 X 11.3	FOX CONVERTING	410253107	1.00	US
5-17465	Cover Back Table 60X90 60 X	HALYARD HEALTH INC.	79068	1.00	MX
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	1.00	HN
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	3.00	HN
5-5222	Drape Flat Half 44 X 60	HALYARD HEALTH INC.	79106	1.00	MX
5-5262	Cover Mayo Stand 23 X 54	HALYARD HEALTH INC.	79607	1.00	MX
HD-395-	Cup Medicine 2 Ounce	HOSPITAL DISPOSABLES	HD-395-0060	2.00	US
HD-395-	PITCHER,GRADUATE	HOSPITAL DISPOSABLES	HD-395-1200CT	1.00	US
HD-395-	Bowl Sponge 48 Oz Blue	HOSPITAL DISPOSABLES	HD-395-1500	1.00	US
HD-396-	Tray Large Mayo	HOSPITAL DISPOSABLES	HD-396-1622	1.00	US
HD-397-	Holder Blade Blue	HOSPITAL DISPOSABLES	HD-397-0001	1.00	US

4-5060-PA	Bag Sterilization 27.5 x 34 ID 4	PRINTPACK/MARSHALL	MB-11078-0001	1.00	US
4-5060-PA	Bag Sterilization 27.5 x 34 ID 4	PRINTPACK/MARSHALL	MB-11078-0001	1.00	US
LSL2	Label 2 Up Laser, 8.5 x 5.5 8	PROFORMS	3020021	1.00	US
755059	Cover Light Handle	STERIS CORPORATION	LB51	2.00	US
1818-1	Sponge Lap Folded 18 X 18	US MEDCO INC.	1818-1	1.00	MX

***INDICATES BRAND ONLY**

****Contains Latex**

REMAINDER OF PAGE IS INTENTIONALLY BLANK

10. Tray Name: LAP COLON PACK PGYBK

Product No. 89-7714.3

Case Qty: 1 per case

Est. Total Qty: 60 cases

<u>PART</u>	<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>MFG #</u>	<u>QTY</u>	<u>COUNTRY OF</u>
5-3210	Blade Carbon Steel 15 Rib- Back	ASPENSURGICAL	371115	2.00	US
5-20055-	Syringe 10CC Luer Lock No Caps	BECTON-DICKINSON	301029	1.00	US
5-2985	Needle 25GA X 1 1/2IN Hypo Reg	BECTON-DICKINSON	303018	1.00	US
5-3001	Needle 18GA X 1 1/2IN Hypo Reg	BECTON-DICKINSON	303005	1.00	US
5-3050	Syringe Bulb Irrigation 50Cc	C R BARD, INC.	0935280	1.00	US
763850	Drape General Endoscopy	CARDINAL HEALTH	9458NB	1.00	MX
5-20245	Electrode Blade Ultra Clean 1 Inch	CONMED CORPORATION	139100NSB	1.00	US
5-20490	Blade Electrode Ultraclean 6In	CONMED CORPORATION	139107NSB	1.00	US
5-3560	Poole Suction Without Tubing	CONMED CORPORATION	9035040	1.00	US
5-3628C	Tubing Suction 1/4In X 20Ft	CONMED CORPORATION	9036540	1.00	MX
5-8884-P	Box Plain 23.63 x 19.68 x14.25	COOPER CONTAINER	5-8884-P	1.00	US
5-1172	Gauze Dbl Xray 4 X 8 12 Ply	COVIDIEN	7462	10.00	US
5-3748-TAA	Yankauer Bulb Tip Without Vent	COVIDIEN	5558505052	1.00	MX
751509	Container Specimen 5Oz	COVIDIEN	2600SA	1.00	MX
4-10596	Marker Surgical Utility Fine Tip	DEROYAL	PE747	1.00	US
4-9911	Marker Skin Standard Tip	DEROYAL	PE755SKSTD	1.00	US
032X5G	Strip Tape 2 x 5 In With Geo Med	DEROYAL DISTRIBUTION	032X5G	2.00	US
040-2000-2	Ruler SSDC 6.25 x .875 DeRoyal	DEROYAL DISTRIBUTION	040-2000-2	1.00	US
040-2000-2	Ruler SSDC 6.25 x .875 DeRoyal	DEROYAL DISTRIBUTION	040-2000-2	1.00	US
10-1261	Cautery Pencil Holster	DEROYAL DISTRIBUTION	10-1261	1.00	US
1043133	Label Sheet Custom Full Sheet .5	DEROYAL DISTRIBUTION	1043133	1.00	US
25-0403NS-	Ns Needle Counter Foam/Magnet	DEROYAL DISTRIBUTION	25-0403NS-T	1.00	DO
28-0102	Flip-top DeFogger	DEROYAL DISTRIBUTION	28-0102	1.00	US
28-0209	Tubing,Insuf w/.1 Micr Flt Quick	DEROYAL DISTRIBUTION	28-0209	1.00	DO
5-19052	Tray Protector 21IN X 24IN Small	DEROYAL DISTRIBUTION	5-19052	1.00	US
5-8283	Royal Wrap 30 x 30	DEROYAL DISTRIBUTION	5-8283	1.00	US
88-000007-T	Cautery Pencil, Push Button	DEROYAL DISTRIBUTION	88-000007-T	1.00	CR
DT100-DB-	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	3.00	MX
DT100-DB-	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	12.00	MX
DT100-DB-	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	1.00	MX
TRLAB-	Label 1 Up, Plain Paper Geo Med,	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
5-3107	Bag Suture 6.5 X 11.3	FOX CONVERTING	410253107	1.00	US
5-17465	Cover Back Table 60X90 60 X 90	HALYARD HEALTH INC.	79068	1.00	MX
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	1.00	HN
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	3.00	HN
5-5222	Drape Flat Half 44 X 60	HALYARD HEALTH INC.	79106	1.00	MX
5-5262	Cover Mayo Stand 23 X 54	HALYARD HEALTH INC.	79607	1.00	MX
HD-395-	Cup Medicine 2 Ounce	HOSPITAL DISPOSABLES	HD-395-0060	2.00	US

HD-395-	PITCHER,GRADUATE 1200CC	HOSPITAL DISPOSABLES	HD-395-1200CT	1.00	US
HD-395-	Bowl Sponge 48 Oz Blue 1500CC	HOSPITAL DISPOSABLES	HD-395-1500	1.00	US
HD-396-	Tray Large Mayo 16.5x21.5x1.25	HOSPITAL DISPOSABLES	HD-396-1622	1.00	US
HD-397-	Holder Blade Blue	HOSPITAL DISPOSABLES	HD-397-0001	1.00	US
4-5060-PA	Bag Sterilization 27.5 x 34 ID 4	PRINTPACK/MARSHALL	MB-11078-0001	1.00	US
4-5060-PA	Bag Sterilization 27.5 x 34 ID 4	PRINTPACK/MARSHALL	MB-11078-0001	1.00	US
LSL2	Label 2 Up Laser, 8.5 x 5.5 8 1/2 x	PROFORMS	3020021	1.00	US
755059	Cover Light Handle	STERIS CORPORATION	LB51	2.00	US
1818-1	Sponge Lap Folded 18 X 18	US MEDCO INC.	1818-1	1.00	MX

***INDICATES BRAND ONLY**

****Contains Latex**

REMAINDER OF PAGE IS INTENTIONALLY BLANK

11. Tray Name: LAP CHOLE PACK PGYBK

Product No. 89-7715.3

Case Qty: 1 per case

Est. Total Qty: 100 cases

<u>PART</u>	<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>MFG #</u>	<u>QTY</u>	<u>COUNTRY OF</u>
5-3210	Blade Carbon Steel 15 Rib- Back	ASPEN SURGICAL	371115	2.00	US
5-20055-	Syringe 10CC Luer Lock No Caps	BECTON-DICKINSON	301029	1.00	US
5-2985	Needle 25GA X 1 1/2IN Hypo Reg	BECTON-DICKINSON	303018	1.00	US
5-3001	Needle 18GA X 1 1/2IN Hypo	BECTON-DICKINSON	303005	1.00	US
5-3050	Syringe Bulb Irrigation 50Cc	C R BARD, INC.	0935280	1.00	US
763850	Drape General Endoscopy	CARDINAL HEALTH	9458NB	1.00	MX
5-20245	Electrode Blade Ultra Clean 1 Inch	CONMED CORPORATION	139100NSB	1.00	US
5-20490	Blade Electrode Ultraclean 6In	CONMED CORPORATION	139107NSB	1.00	US
5-3628C	Tubing Suction 1/4In X 20Ft	CONMED CORPORATION	9036540	1.00	MX
5-8884-P	Box Plain 23.63 x 19.68 x14.25	COOPER CONTAINER	5-8884-P	1.00	US
5-1172	Gauze Dbl Xray 4 X 8 12 Ply	COVIDIEN	7462	10.00	US
5-3748-TAA	Yankauer Bulb Tip Without Vent	COVIDIEN	5558505052	1.00	MX
751509	Container Specimen 5Oz	COVIDIEN	2600SA	1.00	MX
958665	Pouch Specimen Retrieval 10MM	COVIDIEN	173050G	1.00	DO
4-10596	Marker Surgical Utility Fine Tip	DEROYAL	PE747	1.00	US
4-9911	Marker Skin Standard Tip	DEROYAL	PE755SKSTD	1.00	US
032X5Q	Strip Tape 2 x 5 In With DeRoyal	DEROYAL DISTRIBUTION	032X5Q	2.00	US
040-2000-2	Ruler SSDC 6.25 x .875 DeRoyal	DEROYAL DISTRIBUTION	040-2000-2	1.00	US
10-1261	Cautery Pencil Holster	DEROYAL DISTRIBUTION	10-1261	1.00	US
1043133	Label Sheet Custom Full Sheet .5	DEROYAL DISTRIBUTION	1043133	1.00	US
25-0403NS-	Ns Needle Counter Foam/Magnet	DEROYAL DISTRIBUTION	25-0403NS-T	1.00	DO
28-0102	Flip-top DeFogger	DEROYAL DISTRIBUTION	28-0102	1.00	US
28-0209	Tubing,Insuf w/.1 Micr Flt Quick	DEROYAL DISTRIBUTION	28-0209	1.00	DO
5-19052	Tray Protector 21IN X 24IN Small	DEROYAL DISTRIBUTION	5-19052	1.00	US
5-8283	Royal Wrap 30 x 30	DEROYAL DISTRIBUTION	5-8283	1.00	US
88-000007-T	Cautery Pencil, Push Button	DEROYAL DISTRIBUTION	88-000007-T	1.00	CR
DT100-DB-	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	3.00	MX
DT100-DB-	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	12.00	MX
DT100-DB-	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	1.00	MX
TRLAB-	Label 1 Up, Plain Paper Geo Med,	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
5-3107	Bag Suture 6.5 X 11.3	FOX CONVERTING	410253107	1.00	US
5-17465	Cover Back Table 60X90 60 X 90	HALYARD HEALTH INC.	79068	1.00	MX
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	1.00	HN
5-19323	Gown Surgical Extra Large	HALYARD HEALTH INC.	79739	3.00	HN
5-5222	Drape Flat Half 44 X 60	HALYARD HEALTH INC.	79106	1.00	MX
5-5262	Cover Mayo Stand 23 X 54	HALYARD HEALTH INC.	79607	1.00	MX

5-6367	Drape Flat 60 X 76 3/4 Reinforced	HALYARD HEALTH INC.	79147	1.00	MX
HD-395-	Cup Medicine 2 Ounce	HOSPITAL DISPOSABLES	HD-395-0060	2.00	US
HD-395-	PITCHER,GRADUATE 1200CC	HOSPITAL DISPOSABLES	HD-395-1200CT	1.00	US
HD-395-	Bowl Sponge 48 Oz Blue 1500CC	HOSPITAL DISPOSABLES	HD-395-1500	1.00	US
HD-396-	Tray Large Mayo 16.5x21.5x1.25	HOSPITAL DISPOSABLES	HD-396-1622	1.00	US
HD-397-	Holder Blade Blue	HOSPITAL DISPOSABLES	HD-397-0001	1.00	US
4-5060-PA	Bag Sterilization 27.5 x 34 ID 4	PRINTPACK/MARSHALL	MB-11078-0001	1.00	US
4-5060-PA	Bag Sterilization 27.5 x 34 ID 4	PRINTPACK/MARSHALL	MB-11078-0001	1.00	US
LSL2	Label 2 Up Laser, 8.5 x 5.5 8 1/2 x	PROFORMS	3020021	1.00	US
755059	Cover Light Handle	STERIS CORPORATION	LB51	2.00	US
1818-1	Sponge Lap Folded 18 X 18	US MEDCO INC.	1818-1	1.00	MX

***INDICATES BRAND ONLY**

****Contains Latex**

REMAINDER OF PAGE IS INTENTIONALLY BLANK

12. Tray Name: MINI KWIK KIT
Product No. 89-7979.3
Case Qty: 12
Est. Total Qty: 50 cases

5-3210	Blade Carbon Steel 15 Rib- Back	ASPEN SURGICAL PRODUCTS,	371115	2.00	US
752405	Drape Split 77 X 110 Tiburon	CARDINAL HEALTH COMPANY	29436NB	1.00	MX
5-6034A-P	Box Plain 21.5 x 21.5 x 20 Kraft,	COOPER CONTAINER	5-6034A-P	1.00	US
5-1175	Gauze Dbl Xray 4 X 4 16 Ply	COVIDIEN	7148	10.00	US
751509	Container Specimen 5Oz	COVIDIEN	2600SA	1.00	MX
4-10596	Marker Surgical Utility Fine Tip	DEROYAL	PE747	1.00	US
4-9911	Marker Skin Standard Tip	DEROYAL	PE755SKSTD	1.00	US
032X5G	Strip Tape 2 x 5 In With Geo Med	DEROYAL DISTRIBUTION	032X5G	1.00	US
040-2000-2	Ruler SSDC 6.25 x .875 DeRoyal	DEROYAL DISTRIBUTION	040-2000-2	1.00	US
1043133	Label Sheet Custom Full Sheet .5	DEROYAL DISTRIBUTION	1043133	1.00	US
25-0401NS-T	Ns Needle Counter Foam/Magnet	DEROYAL DISTRIBUTION	25-0401NS-T	1.00	DO
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	10.00	MX
TRLAB-001E	Label 1 Up, Plain Paper Geo Med,	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
5-3107	Bag Suture 6.5 X 11.3	FOX CONVERTING	410253107	1.00	US
5-17507	Cover Back Table 50X90 50 X 90	HALYARD HEALTH INC.	79058	1.00	MX
HD-395-0060	Cup Medicine 2 Ounce	HOSPITAL DISPOSABLES	HD-395-0060	1.00	US
HD-396-	Tray Full Deep 9 X 11 Bulk Pac	HOSPITAL DISPOSABLES	HD-396-0911CT	1.00	US
HD-396-	Tray Platform Small 11 X 15	HOSPITAL DISPOSABLES	HD-396-1115CT	1.00	US
HD-397-0001	Holder Blade Blue	HOSPITAL DISPOSABLES	HD-397-0001	1.00	US
4-5050-PA	Bag Sterilization 19.5 x 20 ID 3 Mil	PRINTPACK/MARSHALL FLEX /	MB-11077-0001	1.00	US
LSL2	Label 2 Up Laser, 8.5 x 5.5 8 1/2 x	PROFORMS	3020021	1.00	US
HD-395-9006	Lid Medicine Cup 60CC 2 Oz	ROYAL PRECISION PLASTICS		1.00	US
755059	Cover Light Handle	STERIS CORPORATION	LB51	2.00	US
1212-1	Sponge Lap 12X12 XRay Washed	US MEDCO INC.	1212-1	1.00	MX

***INDICATES BRAND ONLY**

****Contains Latex**

REMAINDER OF PAGE IS INTENTIONALLY BLANK

4. Tray Name: EYE PACK**Product No. 89-5724.6****Case QTY: 3 per case****Est. Total Qty: 250 cases**

<u>PART</u>	<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>MFG #</u>	<u>QTY</u>	<u>COUNTRY OF ORIGIN</u>
5-3422	Steri Strip 1/2 X 4 3 Strips Per	3M HEALTH CARE	R1547NS	1.00	US
5-20031	Towel Absorbent 17 X 20 White	AVALON PAPERS, LLC	5-20031	2.00	US
5-15275	Needle 20G x 1In 5uFilter FLL	B. BRAUN MCGAW	415035	3.00	US
5-12597	Eye Shield Universal Clear 3 X 2	BEAVER-VISITEC	585711	1.00	US
5-14403	Cannula Irrigation 30GA X7/8IN	BEAVER-VISITEC	585738	2.00	US
758997	Drape 101.5 X 127 CM Visidrape	BEAVER-VISITEC	585721	1.00	US
5-20058-TAA	Syringe 3CC Luer Lock	BECTON-DICKINSON DIVISION	301073	3.00	US
5-20062	Syringe 1CC Luer Slip	BECTON-DICKINSON DIVISION	301025	3.00	US
5-20070	Syringe 10CC Eccentric Tip	BECTON-DICKINSON DIVISION	305462	1.00	US
5-2991	Needle 30GA X 1/2 Regular	BECTON-DICKINSON DIVISION	305106	3.00	US
5-6033-P	Box Plain 21.5 X 21.5 X 14 Kraft,	COOPER CONTAINER	5-6033-P	1.00	US
5-9045	Gauze No Xray 4 X 4 12Ply 10 Per	COVIDIEN	6939	2.00	US
4-10062	Marker Skin Needle Point Fine Tip	DEROYAL	PE755SKFINE	1.00	US
4-10596	Marker Surgical Utility Fine Tip	DEROYAL	PE747	1.00	US
032X5G	Strip Tape 2 x 5 In With Geo Med	DEROYAL DISTRIBUTION	032X5G	1.00	US
040-2000-2	Ruler SSDC 6.25 x .875 DeRoyal	DEROYAL DISTRIBUTION	040-2000-2	1.00	US
25-0101NS-T	Ns Needle Counter Dbl Magnet	DEROYAL DISTRIBUTION	25-0101NS-T	1.00	DO
25-201NS	Ns Micro Tip Wipe 100/cs	DEROYAL DISTRIBUTION	25-201NS	1.00	US
30-049NS-T	Ns Eye Spears 10/pk	DEROYAL DISTRIBUTION	30-049NS-T	1.00	GT
5-19052	Tray Protector 21IN X 24IN Small	DEROYAL DISTRIBUTION	5-19052	1.00	US
759404	Label Custom Sheet .5 x 2 White	DEROYAL DISTRIBUTION	759404	1.00	US
DT100-DB-M	Towel OR XRay Detectable Blue	DEROYAL DISTRIBUTION	DT100-DB-M	4.00	MX
TRLAB-001E	Label 1 Up, Plain Paper Geo Med,	DEROYAL SUPPLIED PARTS	TRLAB-001	1.00	US
5-3107	Bag Suture 6.5 X 11.3	FOX CONVERTING	410253107	1.00	US
5-18413	Gown Surgical Extra Lg LineExt	HALYARD HEALTH INC.	72888	2.00	HN
5-18523	Drape EENT Split 76 X 124 With	HALYARD HEALTH INC.	79358	1.00	MX
5-5262	Cover Mayo Stand 23 X 54	HALYARD HEALTH INC.	79607	1.00	MX
5-9606	Cover Back Table Reinforced 50 X	HALYARD HEALTH INC.	79056	1.00	US
5-5453-TAA	Cotton Tip Applicator Wood 6 Inch	HARDWOOD PRODUCTS	806-WC	10.00	US
HD-395-0060	Cup Medicine 2 Ounce	HOSPITAL DISPOSABLES	HD-395-0060	3.00	US
HD-395-0500	Bowl 16 Ounce 500CC	HOSPITAL DISPOSABLES	HD-395-0500	2.00	US
HD-396-	Tray Half Deep 9 X 5 X 2 Bulk	HOSPITAL DISPOSABLES	HD-396-0952CT	1.00	US
HD-396-	Tray Mayo Small 12 X 19 Bulk P	HOSPITAL DISPOSABLES	HD-396-1219CT	1.00	US
4-10103-TAA	Cover Cassette Double Pouch 24	MICROTEK, INC.	4955N	1.00	DO
5-7012	Stopcock 3 Way R/MLL/C 2FLL	NAVILYST MEDICAL	80015002	1.00	US
759201	Cannula Hydrodissection 27GA	OASIS MEDICAL	B-4036J-NS	1.00	US
4-5055-PA	Bag Sterilization 28.25X27.25 4 Mil	PRINTPACK/MARSHALL FLEX /	MB-11146-000	1.00	US
4-1703	Bag Glassine 10 x 11	PROFORMS	2090406	1.00	US
LSL2	Label 2 Up Laser, 8.5 x 5.5 8 1/2 x	PROFORMS	3020021	1.00	US
5-19187	Cystotome Formed 27 Gauge X	SURGISTAR, INC.	131609	1.00	US

INDICATES BRAND ONLY***Contains Latex**

REMAINDER OF PAGE IS INTENTIONALLY BLANK

B.3 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUAN TITY	U NI T	UNIT PRICE	AMOUNT
0001	SHAMPOO,BODY/HAIR,4OZ,W/CONDITIONER,ENRICHED,SCENTED,BOTTLE LOCAL STOCK NUMBER: 6021162	6.00	CS	_____	_____
0002	PACK MINOR CUSTOM LOCAL STOCK NUMBER: 89-5722.5	490.00	CS	_____	_____
0003	PACK MAJOR CUSTOM LOCAL STOCK NUMBER: 89-5723.4	185.00	CS	_____	_____
0004	PACK CYSTO CUSTOM LOCAL STOCK NUMBER: 89-5721.3	100.00	CS	_____	_____
0005	TOWEL SAFETY RADIOPAQUE BLUE STERILE LOCAL STOCK NUMBER: DT08-B-M	275.00	CS	_____	_____
0006	TOWEL NON-STERILE BLUE LOCAL STOCK NUMBER: DT100-DB-M	625.00	CS	_____	_____
0007	PACK,SURG,TOTAL JOINT,CUSTOM,STER LOCAL STOCK NUMBER: 89-5720.4	250.00	CS	_____	_____
0008	PACK CUSTOM CARDIAC LOCAL STOCK NUMBER: 89-6716.4	150.00	CS	_____	_____
0009	PACEMAKER PACK 89-6717.2 REVISION LOCAL STOCK NUMBER: 89-6717.3	55.00	CS	_____	_____
0010	PACK GYN LOCAL STOCK NUMBER: 89-7711.2	60.00	CS	_____	_____
0011	PACK, HERNIA LOCAL STOCK NUMBER: 89-7713.2	125.00	CS	_____	_____
0012	PACK, LAP COLON LOCAL STOCK NUMBER: 89-7714.2	60.00	CS	_____	_____
0013	PACK, LAP CHOLE LOCAL STOCK NUMBER: 89-7715.2	100.00	CS	_____	_____
0014	KIT,MINI LOCAL STOCK NUMBER: 89-7979.2	50.00	CS	_____	_____

0015	PACK,SURG,EYE,CUSTOM,STER LOCAL STOCK NUMBER: 89-5724.5	250.00	CS	_____	_____
				_____	_____
				GRAND	_____
				TOTAL	_____

B.4 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	6.00	
0002	490.00	
0003	185.00	
0004	100.00	
0005	275.00	
0006	625.00	
0007	250.00	
0008	150.00	
0009	55.00	
0010	60.00	
0011	125.00	
0012	60.00	
0013	100.00	
0014	50.00	
0015	250.00	

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

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

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at 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—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

(C) Affected 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 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 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.

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

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

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in

the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM 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 SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM 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 SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

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

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

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

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

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

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

(End of Clause)

C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

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

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

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

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

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

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

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).

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

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

☐ (iv) Alternate III (OCT 2015) of 52.219-9.

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

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

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

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

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

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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

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

☒ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

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

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

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

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

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

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

☐ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee Class
SEE SECTION "D" FOR CURRENT WD

Monetary Wage-Fringe Benefits

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

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

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

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

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

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

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

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

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

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

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

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

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

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

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

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

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

(End of Clause)

C.3 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

C.4 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least

\$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.5 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.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.7 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.8 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

C.9 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

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

(End of Clause)

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

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

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

C.10 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

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

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(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.

(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 (<https://assist.dla.mil/online/start/>);

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

(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 (<https://assist.dla.mil/wizard/index.cfm>);

(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 \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) 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 SAM 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://www.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) *System for Award Management.* 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 SAM 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 SAM 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 SAM database accessed through <https://www.acquisition.gov>.

(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.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

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

(End of Addendum to 52.212-1)

Basis of Award

Project: Sterile Custom Packs

A. BASIS FOR AWARD.

Award will be made to the **lowest priced, technically acceptable** responsible offeror, whose proposal conforms to all stated terms, conditions, representations, certifications, and any other information required by this solicitation. Technical tradeoff **will not** be made and no additional credit will be given for exceeding the minimum requirements. In the event an offeror's proposal is determined to be unacceptable in any of these factors, the entire proposal will be considered unacceptable and the offeror will be ineligible for award.

****ALL factors must be rated ACCEPTABLE to be considered for award.**

B. EVALUATION METHODOLOGY. The award decision will be based on the following:

1. **Technical Approach** – Technical approach to provide the required line items in accordance with the Salient Characteristics and specifications. Offerors shall submit a capability statement showing how they intend to meet requirements of contract In Accordance With the (IAW) SPECS of the items required. At a **MINIMUM** shall include with quote the following:
 - **Have the capability of meeting the entire salient characteristics for the items required. Offerors shall provide all items listed in in the pricing schedule.**
 - **Offerors shall be Service-disabled Veteran-owned Small business**
 - **Business license**
2. **Management/Quality Control Approach** - Proposal shall address your Management/Quality Control Approach to provide the items requested in accordance with the Salient Characteristics (SPECS).
 - **Warranty**
 - **Demonstrate the ability to provide the items required within the time specified in the delivery schedule.**
3. **Relevant Experience/Past Performance** – The Relevant Experience/Past Performance evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of Relevant Experience/Past Performance.

- Offerors shall provide at least two (2) references and two (2) successfully completed contracts that demonstrate previous work experience with providing the items required in accordance with the terms and conditions.

4. **Price.** All line items in the pricing schedule shall include a price. The total evaluated price will consist of the offeror's proposed price and the government's independent cost estimate. The Government may determine that an offer is unacceptable if the prices are significantly unbalanced. Price realism may be performed by the Contracting Officer. If, during evaluation, it is determined that discussions are necessary, offerors' Final Proposal Revisions (FPR) after discussions will be considered in making the source selection decision.

Each factor will be scored as Acceptable or Unacceptable as defined below. Each proposal will be evaluated against the e stated evaluation criteria. Each proposal is evaluated using the same standards.

"Lowest Price, Technically Acceptable" Evaluation Standards

Acceptable

ALL of the minimum acceptable criteria are clearly met by the proposal. The offeror's proposal shall meet the technical capability requirements defined in the evaluation criteria listed above. **NOTE: Once the proposals have been determined to be "technically acceptable," award will based on cost/price only.**

Unacceptable

Not all of the minimum acceptable criteria are met by the proposal. An unacceptable proposal contains one or more deficiencies. Proposal fails to meet specified minimum specifications.

The following table will be used for each proposal received to score each LPTA factor as to whether it is Acceptable or Unacceptable.

<u>Non- Cost/Price Factors</u>	<u>Offeror</u>	<u>Technically Acceptable</u>
Technical Approach		
Management/Quality control Approach		
Past Performance		

C. Timeframe:

April 21, 2016 – Post RFQ to FBO

April 25, 2016 – Turn-in Questions (if any) - No Later Than 2:00p.m. ST

April 26, 2016 – Post questions/answers (on or about)

April 28, 2016 – Receive quotes NLT 2:00p.m. ET

May 01, 2016 – Award Contract

E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (FEB 2016)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (q) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“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.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 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 product and service codes (PSCs) 1000-9999, except—

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

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 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.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“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.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM 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 .

(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 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.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *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.

(9) *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:

(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 \$150,000.) 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 Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—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—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—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—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, Panamanian, 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—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, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, 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—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—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—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—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—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

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

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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

[List as necessary]

(5) *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)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for 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 \$3,500 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. Sec. 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. Sec. 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. Sec. 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).*

(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 Labor Standards.* (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.)

[] (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 Labor Standards 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 the SAM 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.216-18	ORDERING	OCT 1995
52.216-22	INDEFINITE QUANTITY	OCT 1995

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.3 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from

lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

E.4 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.6 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 Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015

E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

MILLICENT R. BALL

Contracting Officer
Hand-Carried Address:

Department of Veterans Affairs
W.J.B. Dorn VA Medical Center
6439 Garners Ferry Road
Columbia SC 29209-1639
Mailing Address:

Department of Veterans Affairs
W.J.B. Dorn VA Medical Center
6439 Garners Ferry Road
Columbia SC 29209-1639

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

(End of Provision)

E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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

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

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.9 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the

product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

The clause entitled "Brand name or equal" applies only to the following line items:

(End of Clause)

E.10 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and 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.

(End of Provision)