

SECTION B - CONTINUATION OF SF 1449 BLOCKS**B.1 PRICE/COST SCHEDULE****ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LABS 20K CRYPRESERVATION UNIT WITH CS CONTROLLER LOCAL STOCK NUMBER: WCGLABS20K-CS	1.00	EA		
0002	PLUG END US LOCAL STOCK NUMBER: WCG5140- 1230	1.00	EA		
0003	RACK BOX VIAL 13X2IN STAINLESS STEEL (for 5 inch square boxes) LOCAL STOCK NUMBER: CLSCVRL- 13-2-SS	14.00	EA		
0004	RACK VIAL 12X2IN SMALL STAINLESS STEEL (for 2.5" square boxes) LOCAL STOCK NUMBER: CLSCVRS- 13-2-SS	4.00	EA		
				GRAND TOTAL	

Please provide FOB destination price to SF VA Medical Center. If the above items is under GSA, FSS, NAC, BPA or any government contract, please provide the contract number, terms and conditions; SIN the products fall under (if any), delivery schedule and contract expiration date.

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

Authorized dealers: Only firms who are authorized dealers will be considered in addition to the original equipment manufacturer. A letter from the manufacturer stating your company is an authorized dealer for the line items must be in possession by the due date and be available for submission, if requested.

Salient Characteristics:

1) Essential/significant physical, functional, or performance characteristics.

a) Compatibility – compatible with Airgas N2 tanks, needs external monitor and controller (eg. Kryos)

b) Dimensions – 53in from floor to opening, 30 in usable internal height with 34 in outside diameter

c) Weight- 650 lbs empty, 1375 max gross

d) Industry Standard –

e) Purpose – Cryopreservation of human bio-specimens

f) Governing Body or Organization –

2) Complete generic identification –

Module

Description (Specification)

Qty

20K Liquid N2 system with at least 19,500 vial capacity

Near LN2 temperatures at the top of the Inventory System and all racks in vapor; and can also be used in full liquid storage as well. Require a 19,500 vial capacity and the following:

☐ Near LN2 temperature at top rack

☐ Turntable pivot for easier movement

☐ Easy-Grip aluminum turn-table

☐ Efficient inventory design-maximized for 100 cell racks

☐ Hinged & lockable lid with hard polyurethane boot

☐ Flat table-top functions as convenient work surface

☐ Integrated single stainless steel folding step

☐ Digital controller, with battery backup option

☐ Warranty: 2 years on vacuum, 1 year on electronic

B.2 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	1.00	
0002	1.00	
0003	14.00	
0004	4.00	

SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	JAN 2017

C.1 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

This solicitation is 100 % set-aside for Service-Disabled Veteran-Owned Small Business (SDVOSB). However, Veteran-Owned Small Business (VOSB) and Other Small Businesses (OSB) are also encouraged to provide quotes in response to this solicitation. In order for a company to be considered a SDVOB or VOSB the company must be listed in <https://www.vip.vetbiz.gov/>. Quotes will be considered in the following manner:

- a. If quotes are received from two or more independently competing SDVOSBs, award will be made independently to the lowest-priced responsible SDVOSB offeror, who is responsive to the solicitation and who is offering a fair and reasonable price.*
- b. If two such SDVOSB quotes are received, then the Government will review quotes from VOSBs using the same criteria as in paragraph a, above.*
- c. If no such SDVOB or VOSB quotes are received, then the Government will review quotes from OSBs using the same criteria as in paragraph a, above.*
- d. If no acceptable quotes are received, the Government retains the right to cancel this solicitation and resolicit as full and open competition.*

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

C.2 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>
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	JUL 2013

C.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

C.4 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.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 VAAR 852.246-70 GUARANTEE (JAN 2008)

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

(End of Clause)

C.8 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses

incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)