

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 561-17-3-3086-0049	PAGE 1 OF 19		
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA242-17-Q-0667.		6. SOLICITATION ISSUE DATE 07-20-2017		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Jennette, Aleta		b. TELEPHONE NO. (No Collect Calls) 914-737-4400xt2068		8. OFFER DUE DATE/LOCAL TIME 07-26-2017 1PM		
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 2 James J. Peters VA Medical Center 130 West Kingsbridge Road Bronx NY 10468-3904			CODE 36C242	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 339112 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: 1000 Employees <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		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 VA New Jersey Healthcare System East Orange Campus 385 Tremont Ave East Orange NY 07018			CODE	16. ADMINISTERED BY Department of Veterans Affairs James J. Peters VA Medical Center Network Contracting Office 2 130 West Kingsbridge Road Bronx NY 10468-3904			
17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____			CODE	18a. PAYMENT WILL BE MADE BY Tungsten Network <a href="http://www.tungsten-network.com/us/en/veterans-affairs">http://www.tungsten-network.com/us/en/veterans-affairs</a> PHONE: _____ FAX: _____			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			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
	This RFQ is for the Purchase of GE Carescape Software for East Orange VAMC.  Please see pages 4-10 for full details on estimated quantities & Service for machine.  Please note that boxes 30a, 30b & 30C MUST be filled out and returned with your quote.**  Award will be made to Lowest Priced Technically Acceptable offer (LPTA as detailed in 52.212-2).  Contractor is responsible for delivery, unloading equipment and/or furniture at the dock. Contractor is also responsible for coordinating a delivery date with the warehouse. The POC is TBD (To Be Determined).  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 561-3670160-3086-820100-3131 0100J0075 See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				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			
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 checked="" 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: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Aleta Jennette		31c. DATE SIGNED		

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### 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: Administrative Contracting Officer 36C242 Aleta Jennette

Department of Veterans Affairs

Network Contracting Office 2

James J. Peters VA Medical Center

130 West Kingsbridge Road

Bronx NY 10468-3904

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  ARO 30 DAYS

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.

Tungsten Network

<http://www.tungsten-network.com/us/en>

[/veterans-affairs](#)

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

AMENDMENT NO	DATE

## Equipment Statement of Work (SOW)

### GE CIC and Solar Upgrade ICU & Telemetry VA NJ HCS EAST ORANGE NJ

**1. Background:** Medical Service at VA New Jersey Health Care System in East Orange NJ is requesting the “sole source” expedited purchase to GE Medical Systems to replace/upgrade equipment/software that has been determined to be obsolete and no longer supported by the manufacturer in the 2<sup>nd</sup> floor ICU & 5<sup>th</sup> floor Telemetry. The Current GE system is supported by Windows XP operating system. This operating system poses a known and potential security risk to the medical network which has resulted in a national VHA effort to remove and replace all XP systems with Window 7. The upgrade of the current GE system is based upon the need to address the security risk potential of the XP operating system; the successful performance of the GE operating system in meeting the clinical needs; and the extensive costs involved in replacing an entire system rather than performing this upgrade on an otherwise fully operational system.

Consideration of utilizing a sole source solution is also based upon the larger network of systems that are already installed and compatible with the GE operating system. Replacement of the GE system with another manufacturer would result in a larger scale purchase involving a more comprehensive network of devices and, would incur installation costs related to wiring and construction activities.

**2. Objectives:** Cardiac telemetry monitoring is a continuous or 24 hour electrocardiography with assessment of the patient’s condition relative to their cardiac rhythm. If a patient had a medical issue while on telemetry, the telemetry tech in ICU would call the nurses station on 5D and alert them. The four bedside systems mirrored the central station in ICU and the bedside monitors displayed all four patient waveforms. The GE CARESCAPE Telemetry solution for 5D provides a monitoring plan where each bedside would have its own audible alarm and only display that patient’s waveforms.

This is for an outright purchase of commercially available medical device/software under a firm-fixed price contract.

**3. Period of Performance:** Time of delivery: As soon as possible after receipt of order.

**4. Place of Performance / Place of Delivery:**

**Ship to address**

**ATTN: WAREHOUSE B-LEVEL (ref po number)**

**VA MEDICAL CENTER**

**385 Tremont Ave**

**East Orange NJ 07018**

**5. Requirements: *Brand Name Exact Match GE CIC and Solar Upgrade ICU & Telemetry***

- Carescape Life Upgrade Program for B850 including all software, hardware, licenses and installation for 16 bed ICU suite.
- CSCS V2 All-in-one Upgrade from CIC v5 including all software, hardware, licenses and installation for Carescape Central Station in ICU suite.
- Configuration and Education Services including Patient Monitoring Clinical Application Training on-site – 1 day and Configuration on-site 2 days plus 1 day follow-up.
- Carescape Network 2<sup>nd</sup> & 5<sup>th</sup> Floors including all integration and configuration.
- CSCS Accessories and Training including all hardware and installation.
- Carescape Network (incl 5<sup>th</sup> fl TeleServer) including all hardware, integration and installation.
- Carescape Switch Infrastructure including all hardware and upgrades.
- Carescape Monitor B450 including all hardware, software, options and installation for two transport monitors.
- Carescape Monitor Options Carescape Respiratory Module E-sCO, single width module CO2 & O2 airway gas measurement for four Telemetry monitors 5<sup>th</sup> Floor.
- Carescape Monitor Options 19-inch wall channel and installation for four Telemetry monitors 5<sup>th</sup> Floor.

**Manuals:** (2) Operator’s and (2) Service at No Charge

**6. Warranty:** One year at a minimum

**7. Other:**

**8. Security:**

**B.2 PRICE/COST SCHEDULE**

**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GE CARESCAPE LIFE UPGRADE PROGRAM FOR 850 TO INCLUDE CARESCAPE UPGRADE	1.00	EA	_____	_____

	SOLAR 8000 TO B850 V2 - 16 PCE, CARESCAPE UPGRADE B850 CPU C1 2 VIDEO V2 - 16 PCE, CARESCAPE B850 ESP V2 SOFTWARE - 16 PCE, B850				
<b>0002</b>	CARESCAPE RESPIARTORY MODULE E-sCO, SINGLE WIDTH MODULE WITH CO2 & O2 AIRWAY GAS MEASUREMENT - 16 PCE	1.00	EA	_____	_____
<b>0003</b>	RJ-45 CABLE 5 FT - 16 PCE	1.00	EA	_____	_____
<b>0004</b>	GCX VARIABLE HEIGHT ARM MONITOR MOUNT - 16 PCE	1.00	EA	_____	_____
<b>0005</b>	25-INCH WALL CHANNEL - 16 PCE	1.00	EA	_____	_____
<b>0006</b>	GE INSTALLATION CHARGE FOR ICU INCLUDED	1.00	EA	_____	_____
<b>0007</b>	CSCS V2 ALL-IN-ONE UPGRADE FROM CIC v5 TO INCLUDE CARESCAPE CENTRAL STATION V2 MAI 700 ATO MODEL - 4 PCE, CARESCAPE CENTRAL STATION V2 NEW SW WITH INTEGRATED MAI 700 - FROM CIC PRO V5 - 4 PCE CSCS V2	1.00	EA	_____	_____
<b>0008</b>	22 IN MEDICAL GRADE WIDESCREEN LCD DISPLAY WITH TOUCH - 4 PCE	1.00	EA	_____	_____
<b>0009</b>	DISPLAYPORT TO DISPLAYPORT CABLE 3M LENGTH FOR CSCS v2 DISPLAY - 4 PCE	1.00	EA	_____	_____
<b>0010</b>	RJ-45 CABLE 5 FT - 4 PCE	1.00	EA	_____	_____
<b>0011</b>	SPEAKER COMPACT PASSIVE - 4 PCE	1.00	EA	_____	_____
<b>0012</b>	IN-SITE WITH EXPRESS CONNECT REMOTE DIGITAL SERVICE: ADVANCED SERVICEABILITY TECHNOLOGY THAT MONITORS DEVICE PERFORMANCE WITH THE ABILITY TO DEPLOY APPLICATION SPECIFIC UPDATES VIA REMOTE CONNECTIVITY	1.00	EA	_____	_____
<b>0013</b>	CSCS HARDWARE UPGRADE - NO	1.00	EA	_____	_____

	EQUIPMENT RETURN CHARGE TO RECEIVE UPGRADE DISCOUNTED PRICING, RETURN OF EXISTING HARDWARE WITHIN 30 DAYS OF INSTALLATION IS REQUIRED 4 PCE INCLUDED				
<b>0014</b>	GE INSTALLATION CHARGE - 4 PCE INCLUDED	1.00	EA	_____	_____
<b>0015</b>	CONFIGURATION AND EDUCATION SERVICES PATIENT MONITORING CLINICAL APPLICATIONS TRAINING ON-SITE B850/B650/B450/B40/VC150 SUPPORT 1 DAY TRAINING AND/OR GO LIVE SUPPORT - 8 PCE	1.00	EA	_____	_____
<b>0016</b>	CONFIGURATION ON SITE-CARESCAPE Bx50 MONITORS PER UNIT 2 DAY PLUS 1 DAY FOLLOWUP - 1 PCE	1.00	EA	_____	_____
<b>0017</b>	CLINICAL TRAINING PROMOTION - PURCHASE 8 DAYS RECEIVE 50% DISCOUNT (EXPIRES JUNE 30, 2017) INCLUDED	1.00	EA	_____	_____
<b>0018</b>	CARESCAPE NETWORK 2ND & 5TH FLOORS NETWORK DESIGN/CONSULT SEG NETWORK W/REDUNDANCY - 15+ NODES - 5 PCE	1.00	EA	_____	_____
<b>0019</b>	NETWORK DESIGN/CONSULT SEG NETWORK - <15 NODES - 14 PCE	1.00	EA	_____	_____
<b>0020</b>	NETWORK EQUIPMENT W/CISCO (MINIMUM 7 NODES) - 19 PCE	1.00	EA	_____	_____
<b>0021</b>	NETWORK EQUIPMENT - UPS (PER 20 NODES) - 2 PCE	1.00	EA	_____	_____
<b>0022</b>	NETWORK EQUIPMENT INSTALL (MINIMUM 7 NODES) - 19 PCE	1.00	EA	_____	_____
<b>0023</b>	SWITCH/SEGMENT INTEGRATION - DESIGN, SFP AND PATCH FIBER - 1 PCE	1.00	EA	_____	_____
<b>0024</b>	SWITCH / SEGMENT INTEGRATION - FIBER SWITCH PER 11	1.00	EA	_____	_____

	SEGMENTS - 1PCE				
<b>0025</b>	SWITCH / SEGMENT INTEGRATION - DESIGN, SFP, PATCH FIBER & FIBER RUN W/DUST CARTS - 1 PCE	1.00	EA	_____	_____
<b>0026</b>	CONFIGURE IX NETWORK ROUTER TO PATIENT MONITOR TO MUSE INCLUDED - 1PCE	1.00	EA	_____	_____
<b>0027</b>	CONFIGURE IX NETWROK ROUTER TO CARESCAPE GATEWAY INLCUED - 1 PCE	1.00	EA	_____	_____
<b>0028</b>	CARESCAPE NETWORKING DOCUMENTATION KIT AND LABLES INCLUDED - 1 PCE	1.00	EA	_____	_____
<b>0029</b>	CSCS ACCESSORIES AND TRAINING PRN 50-M+ 2IN STRIP PRINTER - 1 PCE	1.00	EA	_____	_____
<b>0030</b>	CIC LASER PRINTER - 1 PCE	1.00	EA	_____	_____
<b>0031</b>	CSCS V2 STRIP PRINTER ACCESSORY KIT - 1 PCE	1.00	EA	_____	_____
<b>0032</b>	GE INSTALLATION CHARGE INCLUDED - 1 PCE	1.00	EA	_____	_____
<b>0033</b>	CARESCAPE NETWORK (INCL 5TH FL TELESVR) NETWORK DESIGN/CONSULT SEG NETWORK - <15 NODES - 14 PCE	1.00	EA	_____	_____
<b>0034</b>	NETWORK EQUIPMENT W/CISCO (MINIMUM 7 NODES) - 14 PCE	1.00	EA	_____	_____
<b>0035</b>	NETWORK EQUIPMENT - UPS(PER 20 NODES) - 1 PCE	1.00	EA	_____	_____
<b>0036</b>	NETWORK EQUIPMENT INSTALL (MINIMUM 7 NODES) - 14 PCE	1.00	EA	_____	_____
<b>0037</b>	SWITCH/SEGMENT INTEGRATION - DESIGN, SFP, PATCH FIBER AND FIBER RUN - 3 PCE	1.00	EA	_____	_____
<b>0038</b>	NETWORK DROP INSTALL W/CAT6 DUS CARTS - 19 PCE	1.00	EA	_____	_____
<b>0039</b>	ROUTER RECONFIGURATION BETWEEN IX AND HOSPITAL NETWORKS (CUSTOMER OR GE PROVIDED ROUTER) - 1	1.00	EA	_____	_____



	PCE				
<b>0040</b>	CARESCAPE NETWORKING DOCUMENTATION KIT AND LABELS INCLUDED - 1 PCE	1.00	EA	_____	_____
<b>0041</b>	CARESCAPE SWITCH INFRASTRUCTURE NTKW UPGRADE BASE COST - 1 PCE	1.00	EA	_____	_____
<b>0042</b>	NTWK UPGRADE SVC SWITCH COST - 1 PCE	1.00	EA	_____	_____
<b>0043</b>	SWITCH - CISCO CATALYST 2960 PLUS 24 10/100 - 1PCE	1.00	EA	_____	_____
<b>0044</b>	SWITCH - CISCO CATALYST 2960 PLUS 48 10/100 - 1 PCE	1.00	EA	_____	_____
<b>0045</b>	CARESCAPE TELEMETRY SRVR 5TH FL & INST TELEMETRY SERVER V4 ATO MODEL 1 PCE TO INCLUDE MP100R HARDWARE V4.3 OPTION - 1 PCE, CTS V4.3 ENGLISH US GOVERNMENT CH - 1 PCE, 6 FT NORTH AMERICAN POWER CORD - 1	1.00	EA	_____	_____
<b>0046</b>	GE INSTALLATION CHARGE INCLUDED - 1 PCE	1.00	EA	_____	_____
<b>0047</b>	CARESCAPE MONITOR B450 2 -PCE TO INCLUDE B450 FRAME WITHOUT /LAN - 2 PCE, CARESCAPE B450 ESP V2 SOFTWARE - 2 PCE, B450 RECORDER OPTION - 2 PCE, B450 ENGLISH US LOCALIZATION - 2 PCE, B450 ENGLISH US KE	1.00	EA	_____	_____
<b>0048</b>	5 WHEEL ROLL STAND DASH W/ADAPTER PLATE - 2 PCE	1.00	EA	_____	_____
<b>0049</b>	TRANSPORT ONLY B450 MONITOR INLCUDED - 2 PCE	1.00	EA	_____	_____
<b>0050</b>	GE INSTALLATION CHARGE INCLUDED - 2 PCE	1.00	EA	_____	_____
<b>0051</b>	CARESCAPE MONITOR OPTIONS CARESCAPE RESPIRATORY MODULE E-sCO, SINGLE WIDTH MODULE WITH CO2 & O2 AIRWAY GAS	1.00	EA	_____	_____

	MEASUREMENT - 4 PCE				
<b>0052</b>	CARESCAPE MONITOR OPTIONS 19-INCH WALL CHANNEL - 4 PCS	1.00	EA	_____	_____
<b>0053</b>	GE INSTALLATION CHARGE INCLUDED - 4 PCE	1.00	EA	_____	_____
				<b>GRAND</b>	_____
				<b>TOTAL</b>	_____

## **SECTION C - CONTRACT CLAUSES**

### **C.1 FSS RFQ INTRODUCTORY LANGUAGE**

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to all Blanket Purchase Agreements (BPA) and task or delivery orders issued under the contract as a result of this RFQ. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the BPA or task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the FSS contract. Any unique terms and conditions of a BPA or order issued under the contract that are not a part of the applicable FSS contract will govern. In the event of an inconsistency between the terms and conditions of a BPA or task/delivery order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

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

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## SECTION E - SOLICITATION PROVISIONS

### E.1 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision—

*Electronic Funds Transfer (EFT) indicator* means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

*Registered in the System for Award Management (SAM) database* means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

*Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See <http://www.sam.gov> for the designated entity for establishing unique entity identifiers.

(b)(1) 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, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) 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.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

## **E.2 52.225-1 BUY AMERICAN—SUPPLIES (MAY 2014)**

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

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means—

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

"End product" means those articles, materials, and supplies to be

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 12.505(a)(1)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End of Clause)

### **E.352.225-2 BUY AMERICAN CERTIFICATE (MAY 2014)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) 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."

(b) Foreign End Products:

Line Item No.	Country of Origin


(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

#### **E.4 52.225-3 BUY AMERICAN—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT (MAY 2014)**

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

“Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product” means an article that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Morocco, Oman, Panama, or Peru; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Morocco, Oman, Panama, or Peru into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Cost of components” means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.



“Domestic end product” means—

- (1) An unmanufactured end product mined or produced in the United States;
- (2) An end product manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Foreign end product” means an end product other than a domestic end product.

“Free Trade Agreement country” means Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore.

“Free Trade Agreement country end product” means an article that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

“Israeli end product” means an article that—

(1) Is wholly the growth, product, or manufacture of Israel; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Israel into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Components of foreign origin.* Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(c) *Delivery of end products.* 41 U.S.C. chapter 83, Buy American statute, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 12.505(a)(1)). In addition, the Contracting Officer has determined that FTAs (except the Bahrain, Morocco, Oman, Panama, and Peru FTAs) and the Israeli Trade Act apply to this acquisition. Unless

otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled "Buy American—Free Trade Agreements—Israeli Trade Act Certificate." If the Contractor specified in its offer that the Contractor would supply a Free Trade Agreement country end product (other than a Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product) or an Israeli end product, then the Contractor shall supply a Free Trade Agreement country end product (other than a Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product), an Israeli end product or, at the Contractor's option, a domestic end product.

(End of Clause)

### **E.5 52.247-34 F.O.B. DESTINATION (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarder for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of Clause)