

# FedBizOpps Combined Synopsis/Solicitation Notice

<b>CLASSIFICATION CODE *</b>	65
<b>SUBJECT *</b>	MANOSCAN EQUIPMENT PARTS Brand Name SDVOSB
<b>GENERAL INFORMATION</b>	
<b>CONTRACTING OFFICE'S * ZIP-CODE</b>	85014
<b>SOLICITATION NUMBER *</b>	36C25818Q0066
<b>RESPONSE DATE (MM-DD-YYYY)</b>	11-20-2017
<b>ARCHIVE</b>	1 <b>DAYS AFTER THE RESPONSE DATE</b>
<b>RECOVERY ACT FUNDS</b>	N
<b>SET-ASIDE</b>	14
<b>NAICS CODE *</b>	334510
<b>CONTRACTING OFFICE ADDRESS</b>	Department of Veterans Affairs VISN/18PHX 777 E. Missouri, Suite 300 Phoenix AZ 85014
<b>DESCRIPTION *</b>	<b>See Attachment</b>
<b>POINT OF CONTACT *</b>  (POC Information Automatically Filled from User Profile Unless Entered)	Theresa Hamilton
<b>PLACE OF PERFORMANCE</b>	
<b>ADDRESS</b>	Phoenix VA 650 East Indian School Rd. Phoenix, AZ 85012
<b>POSTAL CODE</b>	
<b>COUNTRY</b>	USA
<b>ADDITIONAL INFORMATION</b>	
<b>AGENCY'S URL</b>	
<b>URL DESCRIPTION</b>	
<b>AGENCY CONTACT'S EMAIL ADDRESS</b>	theresa.hamilton@va.gov
<b>EMAIL DESCRIPTION</b>	

\* = Required Field

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 Streamlined Procedures for Evaluation and Solicitation for Commercial Items, in conjunction with FAR -- Part 13 Simplified Acquisition Procedures; as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and other requests will not be issued.

This Solicitation is issued as a Request for Quotes (RFQ). This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-95 effective January 19, 2017. This requirement is a Firm Fixed Price 100% Service Disabled Veteran Owned Small Business (SDVOSB) set-aside and only qualified respondents shall submit quotes. Quotes are requested from VIP verified SDVOSB's only. Only quotes from firms that are certified and meet these standards will be considered. You may contact your local U.S. Small Business Administration (SBA) office (federal, not state office) for more information on the small business program. Your local SBA office's contact information may be found by accessing the SBA website [www.sba.gov](http://www.sba.gov) or the Vendor Information Pages at [www.vip.vetbiz.gov](http://www.vip.vetbiz.gov)

**RFQ: 36C25818Q0066**

**Questions Due Date: 11/17/2017 1:00 PM EST**

**Quote Due Date: 11/20/2017 1:00 PM EST**

This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-95 issued and effective January 19, 2017.

Any Award Made as a Result of this Solicitation will be made based on Lowest Price Technically Acceptable.

Vendors must submit quotes in accordance with the solicitation shown here; by email with attachments as needed to include all requested/associated documents. Quotes submitted by other methods will not be accepted.

This procurement is for NEW Equipment ONLY; no remanufactured or "gray market" items. Vendor shall be an Original Equipment Manufacturer (OEM authorized dealer, authorized distributor or authorized reseller for the proposed equipment/system such that OEM warranty and service are provided and maintained by the OEM. All warranty and service associated with the equipment shall be in accordance with the OEM terms and conditions. All Equipment must be covered by the manufacturer's warranty. The quote MUST include evidence of authorized distributor status for the manufacturer being quoted

Solicitation and evaluation of offers are to be in accordance with (IAW) VAAR 852.211-73 and FAR 52.211-6, Brand Name or Equal. The preferred brand is Medtronic.

FOB Destination is in accordance with FAR 52.247-49 And VAAR

**SAM Requirement:**

This solicitation requires registration with the System for Award Management (SAM), pursuant to applicable regulations and guidelines. Registration must be complete by end date/time of solicitation or vendor may be found unresponsive, information can be found at [www.sam.gov](http://www.sam.gov)

Additionally, all Service Disabled Veteran Owned Businesses who respond to this solicitation must be registered with the Department of Veterans Affairs Center for Veterans Enterprise VetBiz Registry located at <http://vip.vetbiz.gov> by the end date/time of this solicitation.

The full text of the referenced FAR clauses may be accessed electronically at <https://www.acquisition.gov/far/>

The following VAAR clauses are to be incorporated by reference: 852.203-70, Commercial Advertising; 852.232-72, Electronic Submission of Payment Requests; 852.246-71, Inspection; The full text of the referenced VAAR clauses may be accessed electronically at <http://www.va.gov/oal/library/vaar/>.

**In addition, the following information is required for your quote to be considered:**

**Estimated delivery time (ARO): (requesting 14days ARO)**

**Complete company name and address:**

**Company Point of Contact:**

**Email -Phone Number:**

**DUNS Number:**

**Evidence from Manufacturer showing Distributor status, unless quoting as a manufacturer.**

**Quoted Price for items**

**Submission of Quotes:**

Submit quotation and all supporting documentation to Theresa Hamilton by email [Theresa.hamilton@va.gov](mailto:Theresa.hamilton@va.gov) no later than **1:00PM Eastern Standard Time, Monday, November 20, 2017. Only requests submitted electronically to the above address will be considered.** Mailed in or physically submitted documents will not be accepted for this solicitation.

Please feel free to contact by email if you have any questions.

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.  644-18-1-260-0083		PAGE 1 OF 9	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER  36C25818Q0066	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Theresa Hamilton				b. TELEPHONE NO. (No Collect Calls) 602-795-4372	
8. OFFER DUE DATE/LOCAL TIME 11-20-2017 11AM EST							
9. ISSUED BY  Department of Veterans Affairs VISN22 Phoenix 777 E. Missouri, Suite 300 Phoenix AZ 85014				10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 334510 SIZE STANDARD: 1250 Employees			
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  Department of Veterans Affairs Carl T Hagen Phoenix VA 650 E Indian School Rd.  Phoenix AZ 85012				16. ADMINISTERED BY  Department of Veterans Affairs VISN/18PHX 777 E. Missouri, Suite 300 Phoenix AZ 85014			
17a. CONTRACTOR/OFFEROR  TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____		18a. PAYMENT WILL BE MADE BY  This is accomplished through the Tungsten Network located at: <a href="http://www.fsc.va.gov/einvoice.asp">http://www.fsc.va.gov/einvoice.asp</a> This is mandatory and the sole method for submitting invoices.  PHONE: _____ FAX: _____		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
ALL PROPOSED PRODUCTS MUST BE BRAND NAME or equal MEDTRONIC and interface with Mano Scan by Medtronic  SEE ATTACHED SOW for Details  This procurement is for NEW Equipment ONLY no remanufactured or "gray market" items Vendor shall be an Original Equipment Manufacturer (OEM authorized dealer, authorized distributor or authorized reseller for the proposed equipment/system such that OEM warranty and service are provided and maintained by the OEM All software licensing, warranty and service associated with the equipment shall be in accordance with the OEM terms and conditions Provide a copy of the authorized distributor letter from the Manufacturer to verify you are an authorized distributor  Contracting POC Theresa.Hamilton@va.gov  (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page  644-18-1-260-0083 644-3680160-260-825500-2670 010055500				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 checked="" type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <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: <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)		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: Contracting Officer 36C258

Department of Veterans Affairs

VISN22 Phoenix

777 E. Missouri, Suite 300

Phoenix AZ 85014

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

☐ 52.232-33, Payment by Electronic Funds Transfer—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 ☒ Net 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.

This is accomplished through the Tungsten Network located at: <http://www.fsc.va.gov/einvoice.asp>

This is mandatory and the sole method for submitting invoices.

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

AMENDMENT NO	DATE

## B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

Any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

### Statement of Work

ManoScan™ A120 Module Replacement

#### *General Objectives and Requirements*

**Purpose:** The Phoenix VA Health Care System (Agency) requires the replacement of the A120 module of its ManoScan™ EM Z manometry system.

#### *Scope: The Contractor shall deliver and install the items listed in the Item schedule:*

The equipment shall be compatible with the ManoScan™ EM Z Manometry System by Given Imaging, Currently owned by Medtonic. The equipment shall be new, not used, and not refurbished.

The C&A requirements do not apply. A Security Accreditation Package is not required.

#### *Delivery: Requesting Delivery 14 Days ARO to Phoenix VAMC*

Phoenix VA Health Care System  
650 E. Indian School Road  
Phoenix, AZ 85012

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

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTIT Y	UNIT	UNIT PRICE	AMOUNT
0001	A120 Upgrade Module STOCK NUMBER (STK#) MSE-6013	1.00	EA	_____	_____
0002	SET OF (2) A120 POWER CORDS. STK#2680	1.00	PG	_____	_____
0003	ManoScan V.3.0 software Kit STK#400100121	1.00	EA	_____	_____
0004	MANOVIEW ESO SOFTWARE V 3.3 STK#FGS-0628	1.00	EA	_____	_____
0005	MANOSCAN A120 MODULE STK#FGS-4374	1.00	EA	_____	_____
0006	CALIBRATION SET UP MODULAR CART STK#3282	1.00	EA	_____	_____
0007	ASSEMBLY MODULAR CART ACCESSORY KIT STK# 3283	1.00	EA	_____	_____
				<b>GRAND TOTAL</b>	_____

**B.4 DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	SHIP TO: Carl T. Hayden VAMC 650 E. Indian School rd. Phoenix, AZ 85012 1892  POC : Jennifer Wong 602-277-5551 x4221 Jennifer.Wong4@va.gov	1.00
0002	Same as above	1.00
0003	Same as above	1.00
0004	Same as above	1.00
0005	Same as above	1.00
0006	Same as above	1.00
0007	Same as above	1.00



## SECTION C - CONTRACT CLAUSES

### C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(4) 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:

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

[X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

[X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[X] (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

[X] (51) 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).

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 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.

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(x) 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.

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

(xii)(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).

(xiii) 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).

(xiv) 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).

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

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 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.

(xxiii) 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)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.211-73	BRAND NAME OR EQUAL	JAN 2008
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

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

(None)

## SECTION E - SOLICITATION PROVISIONS

### E.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:

Lowest Price technically acceptable

Technical and past performance, when combined, are less important than price.

(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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	JAN 2017