

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 612-13-1-3723-0006		PAGE 1 OF 15	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA261-13-R-0673	
6. SOLICITATION ISSUE DATE 02-01-2013		7. FOR SOLICITATION INFORMATION CALL: a. NAME Angela Oppenheimer		b. TELEPHONE NO. (No Collect Calls) (925) 372-2354		8. OFFER DUE DATE/LOCAL TIME 02-14-2013	
9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Northern California HealthCare System 150 Muir Road Martinez CA 94553-4668				10. THIS ACQUISITION IS <input checked="" 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 checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 339112 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) Y SIZE STANDARD: 500 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 type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO "See Delivery Schedule"			
16. ADMINISTERED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Northern California HealthCare System 150 Muir Road Martinez CA 94553-4668				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				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			
25. ACCOUNTING AND APPROPRIATION DATA 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 checked="" type="checkbox"/> ARE <input checked="" 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 _____ 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				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)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Angela Oppenheimer Contracting Officer		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 00261  
Department of Veterans Affairs  
VA Sierra Pacific Network (VISN 21)  
VA Northern California HealthCare System  
150 Muir Road  
Martinez CA 94553-4668

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 Central Contractor Registration, or  
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐  
b. Semi-Annually ☐  
c. Other [Upon Government acceptance]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

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 Price/Cost Schedule

**This is a Brand Name Item or Equal Requirement: Stryker or Equal**

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

#### Consolidated Operating Room Equipment

- Shall have increased power for precision cutting and that allows for standardization with our current “Stryker” Core Console Tower to complete OR standardization
- Components shall be compatible with components already in inventory.
- Tools shall be cordless and have Smart LiFE Li-Ion batteries to optimize operating room efficiency
- Shall contain heavy-duty saws and drills capable of managing large and smaller bones.
- Shall offer two-speed control allowing for a wider range of cutting options.
- The Reciprocating Saw shall have solid ergonomics handling abilities.
- The Sternum Saw shall have increased cutting speed for a more aggressive cut.
- The Rotary Hand pieces shall allow for both high-speed drilling and high-torque reaming.
- Sagittal Saw, Saber Drill, drill accessories shall have high-speed option for neuro, spine and ENT procedures and Tapered attachments, telescoping burs for line of sight.

a) **Compatibility** – must be compatible with Stryker Core Systems

b) **Purpose** – Power tool system is used for high-speed drilling, cutting and high-torque reaming to help make total knee and hip replacements and trauma surgery safe, fast and effective used for surgical intervention for micro to large bones.

### 2) Manufacturer name – Stryker

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Product Number: 999151466 CORE RECIP SAW	1.00	EA	_____	_____
2	Product Number: 999151466CORE SAG SAW	1.00	EA	_____	_____
3	Product Number: 999154164CORE MICRO DRILL	1.00	EA	_____	_____
4	Product Number: 999151469U DRIVER	1.00	EA	_____	_____
5	Product Number: 999151468HANDSWITCH	1.00	EA	_____	_____
6	Product Number:	1.00	EA	_____	_____

	999151467STANDARD CABLE				
7	Product Number: 999155920CORE SABER DRILL	1.00	EA		
8	Product Number: 999161873CORE SABER HANDSWITCH	1.00	EA		
9	Product Number: 999151474ELITE SABER MEDIUM ATTACHMENT	1.00	EA		
10	Product Number: 999155921STRAIGHT PORTMAN CHUCK	1.00	EA		
11	Product Number: 999155922ANGLED PORTMANN CHUCK	1.00	EA		
12	Product Number: 999153839ADJUSTMENT PIN COLLET	1.00	EA		
13	Product Number: 999148580WIRE COLLET	1.00	EA		
14	Product Number: 9991485821/4 DRILL W/KEY	1.00	EA		
15	Product Number: 9991485835/32 DRILL W/KEY	1.00	EA		
16	Product Number: 9991448584AO SMALL DRILL	1.00	EA		
17	Product Number: 999148587HIGH SPEED BURR ATTACHMENT	1.00	EA		
18	Product Number: 999154165MICRODRILL STRAIGHT ATTACHMENT	1.00	EA		
19	Product Number: 999148587HIGH SPEED BURR ATTACHMENT	1.00	EA		
20	Product Number: 999154165MICRODRILL STRAIGHT ATTACHMENT	1.00	EA		
21	Product Number: 999160972MICRODRILL MED ANGL ATTACH RELACES 5100 15 42 3/04	1.00	EA		
22	Product Number: 99916093TPS UNIVERSAL	1.00	EA		

PLASTER CASE KLARGE				
23	Product Number: 9991544864NSE FOOT SWITCH	1.00	EA	
				GRAND TOTAL

B.3 Delivery Schedule

ITEM NUMBER		QUANTITY	DELIVERY DATE
All Items	SHIP TO: VA No. California Health Care System 150 Muir Road Martinez ,CA 94553 4668	All items	30 days ARO

## SECTION C - CONTRACT CLAUSES

### C.1 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://farsite.hill.af.mil/vfvara.HTM>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	FEB 2012
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.211-73	BRAND NAME OR EQUAL	JAN 2008
852.211-70	SERVICE DATA MANUAL	NOV 1984
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012
852.246-70	GUARANTEE	JAN 2008
852.246-71	INSPECTION	JAN 2008

### C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2012)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(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) (Pub. L. 108-77, 108-78)

(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. 253g and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[] (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 (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☒ (12)(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).

☐ (13)(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.

☐ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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 (JUL 2010) of 52.219-9.

☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)



- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☐ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☐ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☐ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.

- [X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- [] (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- [] (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (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).
- [X] (ii) Alternate I (MAR 2012) of 52.225-3.
- [] (iii) Alternate II (MAR 2012) of 52.225-3.
- [] (iv) Alternate III (NOV 2012) of 52.225-3.
- [] (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (42) 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).
- [] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- [] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- [] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- [X] (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- [] (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- [] (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- [] (51)(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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- [] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class                      Monetary Wage-Fringe Benefits

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (8) 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$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) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

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

### INSTRUCTIONS TO OFFERORS

**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 must be submitted on the SF 1449. Boxes 2, 17a, 17b, 26, 30 a, b and c; and Section B – Price/Cost Schedule shall be completed on the SF 1449.

**At minimum, offers shall include the following:**

**(1) COMPLETE TECHNICAL SPECIFICATIONS AND PRICING INFORMATION:**

- Offers shall include:

- a) Clear and detailed product specifications;
- b) Exceptions to salient characteristics (state “No” next to each salient characteristic that does not meet the minimum requirements);
- c) Photos, drawings, or graphical images (color preferred) clearly depicting the product specified in quote;
- d) Complete pricing information; and
- e) All documentation that is requested herein.

**Offers that fail to furnish the required information may be excluded from consideration;**

(2) Terms of any express warranty;

(3) “Remit to” address, if different than mailing address;

(4) Acknowledgment of Solicitation Amendments;

(5) 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;

(6) Federal Tax ID Number of Offeror (GSA contract holder);

(7) Offeror’s GSA Contract Number, including beginning and ending dates;

(8) DUNS number of Offeror (GSA contract holder);

(9) Delivery ARO (upon receipt of order); and
(10) Equipment Place of Manufacture (include city, state, ZIP+4; or foreign country)

***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.

***Contract award.*** 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 give an Offeror the opportunity to explain and/or mitigate adverse past performance during verbal, written and/or electronic interactions after receipt of quote.

## SECTION E - SOLICITATION PROVISIONS

### E.1 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://farsite.hill.af.mil/vfvara.HTM>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS	DEC 2012
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	JAN 2008
852.233-71	ALTERNATE PROTEST PROCEDURE (MAY 2010) NOTE	MAY 2010
852.233-71	ALTERNATE PROTEST PROCEDURE	JAN 1998
52.211-6	BRAND NAME OR EQUAL	AUG 1999

## EVALUATION FACTORS

The Government shall evaluate proposals based on the lowest priced, responsible, technically acceptable offer. The following shall be used to evaluate offers:

**Technical Capability.** Offeror's technical capability shall be evaluated in accordance with Section D, "Instructions to Offerors".

**A Note on Determining Responsibility of Suppliers:** All relevant facts and circumstances gathered from sources of information available to the Government (e.g., National Institutes of Health [NIH] Contractor Performance System [CPS] and Past Performance Information Retrieval System [PPIRS]) will be used as part of determining the responsibility of prospective suppliers. If an Offeror has not commented on negative past performance evaluations obtained by the Technical Evaluation Board, the Offeror may be given the opportunity to explain and/or mitigate adverse past performance during verbal or written interactions after receipt of proposals. Offerors who do not have relevant past performance will receive a neutral rating (neither favorable nor unfavorable).