

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 54							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA256-13-Q-0872		6. SOLICITATION ISSUE DATE 05-23-2013					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Windell Lance				b. TELEPHONE NO. (No Collect Calls) 228-523-5677		8. OFFER DUE DATE/LOCAL TIME 05-30-2013 3:00pm					
9. ISSUED BY Department of Veterans Affairs VA Gulf Coast VHCS A&MMS (90C) 400 Veterans Avenue Biloxi MS 39531				CODE		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 339113 SIZE STANDARD: 500 Employees		8(A) Y					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		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 VA Gulf Coast VHCS A&MMS (90C) 400 Veterans Avenue Biloxi MS 39531				CODE		16. ADMINISTERED BY Department of Veterans Affairs VA Gulf Coast VHCS A&MMS (90C) 400 Veterans Avenue Biloxi MS 39531							
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714 8972							
TELEPHONE NO.		DUNS:		DUNS#4:		PHONE: FAX:							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Requirements Contract for Boston Scientific Peripheral Interventions to include but not limited to; Vascular Interventions; Guidewires, Vascular Interventional Tools, Balloon Catheters, Peripheral Cutting and Cryoplasty See Schedule (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page						26. TOTAL AWARD AMOUNT (For Govt. Use Only)							
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Windell Lance v161011-3154				31c. DATE SIGNED			

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

Contains No Text

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00256 Windell Lance
 Department of Veterans Affairs
 VA Gulf Coast VHCS
 A&MMS (90C)
 400 Veterans Avenue
 Biloxi MS 39531

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 [As Ordered; after acceptance of delivery by the government]

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

Department of Veterans Affairs
 Financial Services Center
 P.O. Box 149971
 Austin TX 78714 8972

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

AMENDMENT NO	DATE

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Contractor shall furnish all supplies as listed in SUPPLIES/SERVICES AND PRICES/COSTS on an as needed basis to the VA Gulf Coast Veterans Health Care System, VA Medical Center, 400 Veterans Ave, Biloxi, MS in accordance with all specifications, terms, conditions and provisions set forth in this proposal.

1. PERIOD OF CONTRACT:

The contract period will be from date of award through 30 Sep 2013, with one renewable option year, if exercised by the government. The renewable option period will be 1 Oct 2013 until 30 Sep 2014.

2. INVENTORY:

Boston Scientific shall provide the VA Gulf Coast Veterans Health Care System, VA Medical Center, 400 Veterans Ave, Biloxi, MS inventory items as described in the schedule of SUPPLIES/SERVICES AND PRICES/COSTS and the VA Gulf Coast Veterans Health Care System agrees to furnish payment for items accepted and used by the government. Inventory shall remain sole and exclusive property of contracted firm until such time as inventory is requested by the VAMC Biloxi, MS. Boston Scientific agrees to furnish inventory items through their normal distribution channels to VAMC 400 Veterans Avenue, Biloxi, MS at no extra charge for shipping. Inventory will be in-place solely for VAMC Biloxi, MS, internal use. Specific products, which are part of the inventory, may be altered by mutual agreement of Boston Scientific and the VA Gulf Coast Veterans Health Care System. The VA will consume products at the inventory par level on a first-in, first-out basis. The VA Gulf Coast Veterans Health Care System must conduct at a minimum; a semiannual inspection of the inventory to ensure appropriate product rotation is maintained and shall report on the inventory status to the Contracting Officer's Representative (COR) any item approaching six months of remaining shelf-life. After such review Boston Scientific reserves the right to request return of any unused product with at least six months of shelf-life remaining for direct exchange of product at no extra cost.

3. INTIAL STOCK LEVELS:

Boston Scientific and the Contracting Officer shall mutually determine the final number of products and product mix initially stocked. The Products listed in the Schedule represent the products that will be available for inventory usage.

4. ORDERING:

As item(s) listed under Schedule of Supplies/Services falls below or equal to the standard re-order point, the item will be ordered based on an automatically generated inventory usage report. An assigned purchase order for the current fiscal year will be used to place the order with Boston Scientific at the price listed in the Schedule. The purchase order will authorize payment for the consumed items of inventory and will also authorize delivery of the replacement inventory. The purchase order should be referenced on the invoice and delivery ticket for the replaced item(s). All replacement items shall be delivered within forty-eight (48) hours from receipt of the purchase order. VA Gulf Coast Veterans Health Care System, Acquisitions and Material Management (A&MM) personnel will place orders telephonically or by email to the local contracted firm's Customer Service Representative. All orders will include the current purchase order number for the fiscal year, and the model, size and catalog or serial number, for the products and quantities needed.

5. SAFEGUARDING:

VAMC Biloxi, MS, shall provide adequate care and storage of the inventory and shall bear any risk of loss or damage to inventory to the extent suffered as a direct result of VAMC Biloxi's (or VAMC Biloxi's agents, employees, or designees) negligence, contamination or pilferage.

6. DIRECT EXCHANGE OR RETURNS:

Boston Scientific reserves the right to request return of any unused product with at least six months of shelf-life remaining for direct exchange of product at no extra cost. In addition, products within each section of the Schedule of Supplies may be exchanged for a like item meeting similar characteristics and price without any additional cost with the exception of products in the “Polar Catheter – Cryoplasty”. Polar Catheter-Cryoplasty products cannot be exchanged for “like” items.

7. EXPIRATION/TERMINATION:

This agreement may be terminated in whole or in part by either party, at any time, upon thirty (30) days written notice. At that time, the VA shall reconcile all stock units by either Option a. or Option b. below, or a combination of both as follows:

- a. Return product in saleable condition (unopened and undamaged package with original ship units) for credit; and/or
- b. Retain products in inventory for future use.

8. PAYMENT:

Payment will be made by the use of certified Purchase Orders. Boston Scientific will be responsible for sending invoices to:

Department of Veterans Affairs

Financial Services Center

P.O. Box 149971

Austin, TX 78714-8972

The following information is required on each certified invoice to render proper payment:

1. A valid (current fiscal year) certified purchase order number.
2. Vendor’s name and remittance address.
3. Invoice number or other payment identification that the vendor will designate.
4. Date of invoice.
5. Description of goods or services purchased quantity of each item, unit price of each item.
6. Total dollar amount of invoice.
7. Discount terms, if applicable.

9. LIABILITY:

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to causes beyond the control of such party, including but not limited to fires, floods, other acts of God, accidents, embargos, wars, riots and any other acts or orders of any government or governmental agency.

10. DISPUTES:

Any disputes arising under this Agreement shall be subject to the Contract Disputes Act and/or Federal Tort Claims Act.

11. ALTERATION OF QUANTITIES:

Boston Scientific Corporation agrees that the total quantity of items furnished under this agreement can be changed at any time during the effective period of this agreement, if approved by both Boston Scientific Corporation and the VAMC Biloxi Contracting Officer. Technical improvements and refreshments to the schedule products, available commercially to the public, can be made available to the VA under this schedule. Terms of payment will apply to all additional or replacement schedule items. The VA contracting officer is the only person authorized to make changes to this agreement on behalf of the government.

12. Any purchase orders issued by VAMC Biloxi shall be subject to the attached terms and conditions.

SPECIAL CONTRACT REQUIREMENTS:

1. **INVOICES AND PAYMENT:** Payment of services/supplies rendered/delivered under this contract shall be made in arrears via Purchase Orders, upon receipt of a properly prepared invoice submitted by the Contractor to the Fiscal Officer (04) at the addresses shown in block 18a of Standard Form 1449 (Invoice shall be directed to the facility making the purchase) and paragraph eight . Invoices shall reference the Contract Number and/or Purchase Order Number, provide an accurate description of service/supplies delivered/rendered, including amount, unit prices, extended totals and any other data required for payment purposes.

All purchase Orders will be invoiced at the price established herein, in effect at the time of the Purchase Order. The initial shelf stock order will be made within 24 hours of receipt of a duly executed agreement (if product is available). FOB Destination, Net 30.

Schedule of Supplies

B.2 PRICE/COST SCHEDULE

This contract /consignment agreement is for guidewires, interventional tools, catheters, CTO devices, angioplasty, cutting balloons, and cryoplasty catheters to be provided on an as needed basis to the VA Gulf Coast Veterans Health care System, Biloxi, MS 39531. All devices shall be available in a wide array of lengths and diameters. Sizes and quantities shall be determined by auto generated inventory reports.

Important Note: This is an exact item requirement.

Base Year: Date of Award to 30 Sep 2013

CLIN	Section	Product	Material	Catalog	Material Description	UI	Est. Use	Unit Price	Total price
	GUIDEWIRES								
0001	Guidewires - Standard Teflon Coated	Starter (PTFE Coated)	M001491451	49-145	STARTER/BENSON/ 035/150/STR/PTFE/1 5/10 BOX 10	BX	5		
0002	Guidewires - Glidewires/Zipwires	ZipWire - Straight Tip	M00146156B1	46-156B	G/WIRE 035/180 STRAIGHT (BX5)	BX	8		
0003	Guidewires - Glidewires/Zipwires	ZipWire - Angled Tip	M00146152B1	46-152B	G/WIRE 035/180 ANGLED (BX5)	BX	2		
0004	Guidewires - Glidewires/Zipwires	ZipWire - Straight Tip	M00146159B1	46-159B	G/WIRE 035/260 STRAIGHT (BX5)	BX	3		
0005	Guidewires - Glidewires/Zipwires	ZipWire - Angled Tip	M00146154B1	46-154B	G/WIRE 035/260 ANGLED (BX5)	BX	3		
0006	Guidewires - Glidewires/Zipwires	ZipWire - Stiff Shaft Straight Tip	M00146309B1	46-309B	GSS/WIRE 035/180 STRT (BX5)	BX	2		
0007	Guidewires - Glidewires/Zipwires	ZipWire - Stiff Shaft Angled Tip	M00146308B1	46-308B	GSS/WIRE 035/180 ANGLED (BX5)	BX	3		
0008	Guidewires - Glidewires/Zipwires	ZipWire - Stiff Shaft Straight Tip	M00146317B1	46-317B	GSS/WIRE 035/260 STRT (BX5)	BX	2		
0009	Guidewires - Glidewires/Zipwires	ZipWire - Stiff Shaft Angled Tip	M00146316B1	46-316B	GSS/WIRE 035/260 ANGLED (BX5)	BX	2		
0010	Guidewires - Specialty - Other	Magic Torque	M001465911	46-591	MAGICTQ GW/035/180 (BX/3)	BX	3		
0011	Guidewires - Specialty - Other	Magic Torque	M001465921	46-592	MAGICTQ GW/035/260 (BX/3)	BX	2		
0012	Guidewires - Specialty - Other	Meier Wire	H965SCH3060 01	SCH-30600	BACK-UP MEIER .035", 185CM, J TIP B/5	BX	2		
0013	Guidewires - Specialty - Other	Meier Wire	H965SCH3060 11	SCH-30601	BACK-UP MEIER .035"/ 300CM EX/ J TIP B/5	BX	2		
0014	Guidewires - Specialty - V18	V-18 ControlWire	M001468580	46-858	MODEL-V18-05 12/200	EA	2		
0015	Guidewires - Specialty - V18	V-18 ControlWire	M001468600	46-860	MODEL-V18-06 12/300	EA	3		
0016	Guidewires - Specialty - V14	V-14 ControlWire	H74939216718 220	39216-71822	V-14 Short Taper 182cm Angled Tip	EA	6		
0017	Guidewires - Specialty - V14	V-14 ControlWire	H74939216730 020	39216-73002	V-14 Short Taper 300cm Angled Tip	EA	8		
0018	Guidewires - Specialty - Thruway	Thruway	M001492921	49-292	.014 Thruway 190cm/Short Taper/Straight	EA	3		

0019	Guidewires - Specialty - Thruway	Thruway	M001492791	49-279	.018 Thruway 190cm/Short Taper/Straight	EA	3		
	INTERVENTIONAL TOOLS								
0020	Angiography - Angio Access	FloSwitch HP Device	M001442011	44-201	FLOWSWITCH (BOX 24)	BX	2		
0021	Guidewires - Specialty - Accessories	Accessories	M001465501	46-550+	TORQUE VISE (BX/12)	BX	2		
0022	Vascular Intervention - Angiopl Access	Gateway Plus Y-Adapter	M001153223	15-322	MODEL-MEDI GATEWAY+ 10PK	BX	2		
0023	Vascular Intervention - Introducer Sheaths (SNRO)	SPR SHT 11CM .035 WR	M00115710B1	15-710B	SUPER SHEATH - 4 FR x 11 CM .035 GW	BX	3		
0024	Vascular Intervention - Introducer Sheaths (SNRO)	SPR SHT 11CM .035 WR	M00115715B1	15-715B	SUPER SHEATH - 9 FR x 11 CM .035 GW	BX	2		
0025	Vascular Intervention - Introducer Sheaths (SNRO)	SPR SHT 11CM .035 WR	M00115716B1	15-716B	SUPER SHEATH - 10 FR x 11 CM .035 GW	BX	4		
0026	Vascular Intervention - Introducer Sheaths (SNRO)	SPR SHT 11CM .035 WR	M00115717B1	15-717B	SUPER SHEATH - 11 FR x 11 CM .035 GW	BX	4		
0027	Vascular Intervention - Introducer Sheaths (SNRO)	SPR SHT 11CM .035 WR	M00115718B1	15-718B	SUPER SHEATH - 12 FR x 11 CM .035 GW	BX	4		
0028	Vascular Intervention - Introducer Sheaths (SNRO)	SPR SHT 11CM .035 WR	M00115741B1	15-741B	SUPER SHEATH - 14 FR x 11 CM .035 GW	BX	5		
0029	Angiography - Angio Access	Dilators	M001481491	48-149	TD/4/35 (BX/10)	BX	2		
0030	Angiography - Angio Access	Dilators	M001481511	48-151	TD/5/35 (BX/10)	BX	2		
0031	Angiography - Angio Access	Dilators	M001481521	48-152	TD/6/38 (BX/10)	BX	2		
	CATHETERS								
0032	Angiography - Angio Flush	Imager II - 5F Select Catheter	M001314091	31-409	IMAGER II/5/BERN/65/035 BX 5	BX	8		
0033	Angiography - Angio Flush	Imager II - 5F Select Catheter	M001314061	31-406	IMAGER II/5/BERN/100/035 BX 5	BX	2		
0034	Angiography - Angio Flush	Imager II - 5F Flush Catheter	M001315191	31-519	IMAGER II/5/PIGTAIL/65/035 BX 5	BX	5		
0035	Angiography - Angio Flush	Imager II - 5F Select Catheter	M001314591	31-459	IMAGER II/5/CONTRA 2/65/035 BX 5	BX	2		
0036	Angiography - Angio Flush	Imager II - 5F Select Catheter	M001314631	31-463	IMAGER II/5/C1/65/035 BX 5	BX	2		
0037	Vascular Intervention - Angiopl Access - Guide Catheter	Mach1 Peripheral Guide Catheter - 6F	M001196620	19-662	Model-6F PV Mach1 LIMA	EA	5		

0038	Vascular Intervention - Angiopl Access - Guide Catheter	Mach1 Peripheral Guide Catheter - 6F	M001196040	19-604	Model-6F PV Mach1 RE-S	EA	2		
0039	Vascular Intervention - Angiopl Access - Guide Catheter	Mach1 Peripheral Guide Catheter - 7F	M001197620	19-762	Model-7F PV Mach1 LIMA	EA	2		
0040	Vascular Intervention - Angiopl Access - Guide Catheter	Mach1 Peripheral Guide Catheter - 7F	M001197040	19-704	Model-7F PV Mach1 RE-S	EA	5		
0041	Vascular Intervention - Angiopl Access - Guide Catheter	Mach1 Peripheral Guide Catheter - 8F	M001198620	19-862	Model-8F PV Mach1 LIMA	EA	2		
0042	Vascular Intervention - Angiopl Access - Guide Catheter	Mach1 Peripheral Guide Catheter - 8F	M001198040	19-804	Model-8F PV Mach1 RE-S	EA	2		
0043	Support Catheters	Crossing Devices	H74939212014 131	39212-01413	Rubicon 014in 135cm (Box 5)	BX	2		
0044	Support Catheters	Crossing Devices	H74939239018 091	39239-01809	Rubicon 18, 90cm (Box 5)	BX	2		
0045	Support Catheters	Crossing Devices	H74939240035 061	39240-03506	Rubicon 35, 65m (Box 5)	BX	6		
0046	Support Catheters	Crossing Devices	H74939240035 091	39240-03509	Rubicon 35, 90cm (Box 5)	BX	5		
	CTO DEVICES								
0047	Crossing Technology	Crossing Devices	H74939208181 650	39208-18165	TruePath CTO Device	EA	5		
	LARGE VESSEL ANGIOPLASTY								
0048	Balloon Catheters - Large Vessel	XXL	M001145100	14-510	XXL/12-4/5.8/75	EA	2		
0049	Balloon Catheters - Large Vessel	XXL	M001145140	14-514	XXL/14-4/5.8/75	EA	4		
0050	Balloon Catheters - Large Vessel	XXL	M001145570	14-557	XXL/18-4/5.8/75	EA	3		
	.035 ANGIOPLASTY								
0051	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171040 470	3917104047	Mustang 4.0 x40, 75cm	EA	3		
0052	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171041 070	3917104107	Mustang 4.0 x100, 75cm	EA	6		
0053	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171050 470	3917105047	Mustang 5.0 x40, 75cm	EA	2		
0054	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171051 070	3917105107	Mustang 5.0 x100, 75cm	EA	2		
0055	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171060 470	3917106047	Mustang 6.0 x40, 75cm	EA	2		
0056	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171061 070	3917106107	Mustang 6.0 x100, 75cm	EA	2		
0057	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171070 470	3917107047	Mustang 7.0 x40, 75cm	EA	2		
0058	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171071 070	3917107107	Mustang 7.0 x100, 75cm	EA	8		
0059	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171080 470	3917108047	Mustang 8.0 x40, 75cm	EA	2		
0060	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171081 070	3917108107	Mustang 8.0 x100, 75cm	EA	4		

0061	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171090470	3917109047	Mustang 9.0 x40, 75cm	EA	4		
0062	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171100470	3917110047	Mustang 10.0 x40, 75cm	EA	2		
0063	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171120470	3917112047	Mustang 12.0 x40, 75cm	EA	4		
	.018 ANGIOPLASTY								
0064	Balloon Catheters - Small Vessel Monorail	Sterling Matrix .018 Monorail	H74939031401080	39031-40108	F/G, STERLING, MR, 4.0 x 10/80 (4F)	EA	8		
0065	Balloon Catheters - Small Vessel Monorail	Sterling Matrix .018 Monorail	H74939031402080	39031-40208	F/G, STERLING, MR, 4.0 x 20/80 (4F)	EA	2		
0066	Balloon Catheters - Small Vessel Monorail	Sterling Matrix .018 Monorail	H74939031501080	39031-50108	F/G, STERLING, MR, 5.0 x 10/80 (4F)	EA	2		
0067	Balloon Catheters - Small Vessel Monorail	Sterling Matrix .018 Monorail	H74939031502080	39031-50208	F/G, STERLING, MR, 5.0 x 20/80 (4F)	EA	2		
0068	Balloon Catheters - Small Vessel Monorail	Sterling Matrix .018 Monorail	H74939031601080	39031-60108	F/G, STERLING, MR, 6.0 x 10/80 (4F)	EA	2		
0069	Balloon Catheters - Small Vessel Monorail	Sterling Matrix .018 Monorail	H74939031602080	39031-60208	F/G, STERLING, MR, 6.0 x 20/80 (4F)	EA	2		
	.014 ANGIOPLASTY								
0070	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135204010	39135-20401	ES MR 2mm x 40mm x 145cm	EA	2		
0071	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185201010	39185-20101	Coyote, 2mm X 100mm X 150CM, MR	EA	4		
0072	Balloon Catheters - Small Vessel Monorail	Coyote MR 220mm	H74939185202210	39185-20221	Coyote, 2mm X 220mm X 150CM, MR	EA	2		
0073	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135254010	39135-25401	ES MR 2.5mm x 40mm x 146cm	EA	2		
0074	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185251010	39185-25101	Coyote, 2.5mm X 100mm X 150CM, MR	EA	3		
0075	Balloon Catheters - Small Vessel Monorail	Coyote MR 220mm	H74939185252210	39185-25221	Coyote, 2.5mm X 220mm X 150CM, MR	EA	4		
0076	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135304010	39135-30401	ES MR 3mm x 40mm x 146cm	EA	2		
0077	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185301010	39185-30101	Coyote, 3mm X 100mm X 150CM, MR	EA	2		

0078	Balloon Catheters - Small Vessel Monorail	Coyote MR 220mm	H74939185302 210	39185-30221	Coyote, 3mm X 220mm X 150CM, MR	EA	2		
0079	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135354 010	39135-35401	ES MR 3.5mm x 40mm x 146cm	EA	2		
0080	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185351 010	39185-35101	Coyote, 3.5mm X 100mm X 150CM, MR	EA	2		
0081	Balloon Catheters - Small Vessel Monorail	Coyote MR 220mm	H74939185352 210	39185-35221	Coyote, 3.5mm X 220mm X 150CM, MR	EA	2		
0082	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135404 010	39135-40401	ES MR 4mm x 40mm x 146cm	EA	2		
0083	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185401 010	39185-40101	Coyote, 4mm X 100mm X 150CM, MR	EA	2		
0084	Balloon Catheters - Small Vessel Monorail	Coyote MR 220mm	H74939185402 210	39185-40221	Coyote, 4mm X 220mm X 150CM, MR	EA	2		
0085	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135204 010	39135-20401	ES MR 2mm x 40mm x 145cm	EA	2		
0086	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185201 010	39185-20101	Coyote, 2mm X 100mm X 150CM, MR	EA	4		
0087	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135254 010	39135-25401	ES MR 2.5mm x 40mm x 146cm	EA	2		
0088	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185251 010	39185-25101	Coyote, 2.5mm X 100mm X 150CM, MR	EA	3		
0089	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135304 010	39135-30401	ES MR 3mm x 40mm x 146cm	EA	2		
0090	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185301 010	39185-30101	Coyote, 3mm X 100mm X 150CM, MR	EA	2		
0091	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135354 010	39135-35401	ES MR 3.5mm x 40mm x 146cm	EA	2		
0092	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185351 010	39185-35101	Coyote, 3.5mm X 100mm X 150CM, MR	EA	2		
0093	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135404 010	39135-40401	ES MR 4mm x 40mm x 146cm	EA	2		
0094	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185401 010	39185-40101	Coyote, 4mm X 100mm X 150CM, MR	EA	2		

	CUTTING BALLOON								
0095	Peripheral Cutting Balloon	PCB 014 FLEXTOME OTW	M001PCBO2015140F0	PCBO2015140F	PCB 2.00MM/1.5CM/140C M-US	EA	5		
0096	Peripheral Cutting Balloon	PCB 014 FLEXTOME OTW	M001PCBO2515140F0	PCBO2515140F	PCB 2.50MM/1.5CM/140C M-US	EA	2		
0097	Peripheral Cutting Balloon	PCB 014 FLEXTOME OTW	M001PCBO3015140F0	PCBO3015140F	PCB 3.00MM/1.5CM/140C M-US	EA	2		
0098	Peripheral Cutting Balloon	PCB 014 FLEXTOME OTW	M001PCBO3515140F0	PCBO3515140F	PCB 3.50MM/1.5CM/140C M-US	EA	2		
0099	Peripheral Cutting Balloon	PCB 014 FLEXTOME OTW	M001PCBO4015140F0	PCBO4015140F	PCB 4.00MM/1.5CM/140C M-US	EA	2		
0100	Peripheral Cutting Balloon	PCB OTW (2 CM)	M001PCB5020900	PCB502090	PCB 5.00 mm / 2.0 cm / 90 cm OTW	EA	2		
0101	Peripheral Cutting Balloon	PCB OTW (2 CM)	M001PCB6020900	PCB602090	PCB 6.00 mm / 2.0 cm / 90 cm OTW	EA	2		
0102	Peripheral Cutting Balloon	PCB OTW (2 CM)	M001PCB7020900	PCB702090	PCB 7.00 mm / 2.0 cm / 90 cm OTW	EA	2		
0103	Peripheral Cutting Balloon	PCB OTW (2 CM)	M001PCB8020900	PCB802090	PCB 8.00 mm / 2.0 cm / 90 cm OTW	EA	2		
	POLAR CATH-CRYO								
0104	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T2040150010	T20401500	2x40x150/0.014	EA	8		
0105	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T20100150010	T20100150	PolarCath .014 - 2/100/150	EA	2		
0106	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T20150150010	T2015015001	2x150x150 / 0.014	EA	2		
0107	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T2540135010	T254013501	2.5mm x 40mm x135cm	EA	2		
0108	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T25100150010	T25100150	PolarCath .014 - 2.5/100/150	EA	2		
0109	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T25150150010	T2515015001	2.5x150x150 / 0.014	EA	2		
0110	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T3040150010	T304015001	3x 40 x150/0.014	EA	2		
0111	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T30100135010	T30100135	PolarCath .014 - 3/100/135	EA	3		
0112	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T30150150010	T3015015001	3x150x150 / 0.014	EA	2		
0113	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P440120010	P44012001	Model-4mm x 40mm x120cm	EA	8		
0114	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P460120010	P46012001	Model-4mm x 60mm x120cm	EA	3		
0115	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P4100080010	P410008001	PolarCath .035 - 4/100/80	EA	2		
0116	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P4150120010	P415012001	4x150x120 / 0.035	EA	2		
0117	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P540080010	P54008001	Model-5mm x 40mm x 80cm	EA	2		
0118	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P560120010	P56012001	Model-5mm x 60mm x 120cm	EA	5		

0119	Cryoplasty	Cryoplasty Catheters - 0.035 PolarCath	M001P5100120 010	P51001200	PolarCath .035 - 5/100/120	EA	2		
0120	Cryoplasty	Cryoplasty Catheters - 0.035 PolarCath	M001P5150120 010	P515012001	5x150x120 / 0.035	EA	2		
0121	Cryoplasty	Cryoplasty Catheters - 0.035 PolarCath	M001P6400800 10	P64008001	Model-6mm x 40mm x 80cm	EA	2		
0122	Cryoplasty	Cryoplasty Catheters - 0.035 PolarCath	M001P6600800 10	P66008001	Model-6mm x 60mm x 80cm	EA	2		
0123	Cryoplasty	Cryoplasty Catheters - 0.035 PolarCath	M001P6100120 010	P61001200	PolarCath .035 - 6/100/120	EA	2		
0124	Cryoplasty	Cryoplasty Catheters - 0.035 PolarCath	M001P6150120 010	P615012001	6x150x120 / 0.035	EA	2		
0125	Cryoplasty	Cryoplasty Catheters - 0.035 PolarCath	M001P7401200 10	P74012001	Model-7mm x 40mm x 120cm	EA	2		
0126	Cryoplasty	Cryoplasty Catheters - 0.035 PolarCath	M001P7800800 10	P78008001	7x80x80/0.035	EA	2		
0127	Cryoplasty	Cryoplasty Catheters - 0.035 PolarCath	M001P8400800 10	P84008001	.035 Balloon 8/40/80	EA	2		
0128	Cryoplasty - Accessories	Cryoplasty Accessories	M001PCIU400 000	PCIU4	Model-Inflation Unit	EA	10		
0129	Cryoplasty - Accessories	Cryoplasty Accessories	M001NC20000 001	NC2	Model-Nitrous Oxide Cartridge 10 Pk	BX	8		
0130	Cryoplasty - Accessories	Cryoplasty Accessories	M001BATR111 000	BATR1110	Model-Power Module (US)	EA	3		

Option Period: 1 Oct 2013 to 30 Sep 2014

CLIN	Section	Product	Material	Catalog	Material Description	UI	Est. Use	Unit Price	Total price
	GUIDEWIRES								
1001	Guidewires - Standard Teflon Coated	Starter (PTFE Coated)	M001491451	49-145	STARTER/BENSON/ 035/150/STR/PTFE/1 5/10 BOX 10	BX	5		
1002	Guidewires - Glidewires/Zipwires	ZipWire - Straight Tip	M00146156B1	46-156B	G/WIRE 035/180 STRAIGHT (BX5)	BX	8		
1003	Guidewires - Glidewires/Zipwires	ZipWire - Angled Tip	M00146152B1	46-152B	G/WIRE 035/180 ANGLED (BX5)	BX	2		
1004	Guidewires - Glidewires/Zipwires	ZipWire - Straight Tip	M00146159B1	46-159B	G/WIRE 035/260 STRAIGHT (BX5)	BX	3		
1005	Guidewires - Glidewires/Zipwires	ZipWire - Angled Tip	M00146154B1	46-154B	G/WIRE 035/260 ANGLED (BX5)	BX	3		
1006	Guidewires - Glidewires/Zipwires	ZipWire - Stiff Shaft Straight Tip	M00146309B1	46-309B	GSS/WIRE 035/180 STRT (BX5)	BX	2		
1007	Guidewires - Glidewires/Zipwires	ZipWire - Stiff Shaft Angled Tip	M00146308B1	46-308B	GSS/WIRE 035/180 ANGLED (BX5)	BX	3		
1008	Guidewires - Glidewires/Zipwires	ZipWire - Stiff Shaft Straight Tip	M00146317B1	46-317B	GSS/WIRE 035/260 STRT (BX5)	BX	2		

1009	Guidewires - Glidewires/Zipwires	ZipWire - Stiff Shaft Angled Tip	M00146316B1	46-316B	GSS/WIRE 035/260 ANGLED (BX5)	BX	2		
1010	Guidewires - Specialty - Other	Magic Torque	M001465911	46-591	MAGICTQ GW/035/180 (BX/3)	BX	3		
1011	Guidewires - Specialty - Other	Magic Torque	M001465921	46-592	MAGICTQ GW/035/260 (BX/3)	BX	2		
1012	Guidewires - Specialty - Other	Meier Wire	H965SCH3060 01	SCH-30600	BACK-UP MEIER .035", 185CM, J TIP B/5	BX	2		
1013	Guidewires - Specialty - Other	Meier Wire	H965SCH3060 11	SCH-30601	BACK-UP MEIER .035"/ 300CM EX/ J TIP B/5	BX	2		
1014	Guidewires - Specialty - V18	V-18 ControlWire	M001468580	46-858	MODEL-V18-05 12/200	EA	2		
1015	Guidewires - Specialty - V18	V-18 ControlWire	M001468600	46-860	MODEL-V18-06 12/300	EA	3		
1016	Guidewires - Specialty - V14	V-14 ControlWire	H74939216718 220	39216-71822	V-14 Short Taper 182cm Angled Tip	EA	6		
1017	Guidewires - Specialty - V14	V-14 ControlWire	H74939216730 020	39216-73002	V-14 Short Taper 300cm Angled Tip	EA	8		
1018	Guidewires - Specialty - Thruway	Thruway	M001492921	49-292	.014 Thruway 190cm/Short Taper/Straight	EA	3		
1019	Guidewires - Specialty - Thruway	Thruway	M001492791	49-279	.018 Thruway 190cm/Short Taper/Straight	EA	3		
INTERVENTIONAL TOOLS									
1020	Angiography - Angio Access	FloSwitch HP Device	M001442011	44-201	FLOWSWITCH (BOX 24)	BX	2		
1021	Guidewires - Specialty - Accessories	Accessories	M001465501	46-550+	TORQUE VISE (BX/12)	BX	2		
1022	Vascular Intervention - Angiopl Access	Gateway Plus Y- Adapter	M001153223	15-322	MODEL-MEDI GATEWAY+ 10PK	BX	2		
1023	Vascular Intervention - Introducer Sheaths (SNRO)	SPR SHT 11CM .035 WR	M00115710B1	15-710B	SUPER SHEATH - 4 FR x 11 CM .035 GW	BX	3		
1024	Vascular Intervention - Introducer Sheaths (SNRO)	SPR SHT 11CM .035 WR	M00115715B1	15-715B	SUPER SHEATH - 9 FR x 11 CM .035 GW	BX	2		
1025	Vascular Intervention - Introducer Sheaths (SNRO)	SPR SHT 11CM .035 WR	M00115716B1	15-716B	SUPER SHEATH - 10 FR x 11 CM .035 GW	BX	4		
1026	Vascular Intervention - Introducer Sheaths (SNRO)	SPR SHT 11CM .035 WR	M00115717B1	15-717B	SUPER SHEATH - 11 FR x 11 CM .035 GW	BX	4		
1027	Vascular Intervention - Introducer Sheaths (SNRO)	SPR SHT 11CM .035 WR	M00115718B1	15-718B	SUPER SHEATH - 12 FR x 11 CM .035 GW	BX	4		
1028	Vascular Intervention - Introducer Sheaths (SNRO)	SPR SHT 11CM .035 WR	M00115741B1	15-741B	SUPER SHEATH - 14 FR x 11 CM .035 GW	BX	5		
1029	Angiography - Angio Access	Dilators	M001481491	48-149	TD/4/35 (BX/10)	BX	2		

1030	Angiography - Angio Access	Dilators	M001481511	48-151	TD/5/35 (BX/10)	BX	2		
1031	Angiography - Angio Access	Dilators	M001481521	48-152	TD/6/38 (BX/10)	BX	2		
	CATHETERS								
1032	Angiography - Angio Flush	Imager II - 5F Select Catheter	M001314091	31-409	IMAGER II/5/BERN/65/035 BX 5	BX	8		
1033	Angiography - Angio Flush	Imager II - 5F Select Catheter	M001314061	31-406	IMAGER II/5/BERN/100/035 BX 5	BX	2		
1034	Angiography - Angio Flush	Imager II - 5F Flush Catheter	M001315191	31-519	IMAGER II/5/PIGTAIL/65/035 BX 5	BX	5		
1035	Angiography - Angio Flush	Imager II - 5F Select Catheter	M001314591	31-459	IMAGER II/5/CONTRA 2/65/035 BX 5	BX	2		
1036	Angiography - Angio Flush	Imager II - 5F Select Catheter	M001314631	31-463	IMAGER II/5/C1/65/035 BX 5	BX	2		
1037	Vascular Intervention - Angiopl Access - Guide Catheter	Mach1 Peripheral Guide Catheter - 6F	M001196620	19-662	Model-6F PV Mach1 LIMA	EA	5		
1038	Vascular Intervention - Angiopl Access - Guide Catheter	Mach1 Peripheral Guide Catheter - 6F	M001196040	19-604	Model-6F PV Mach1 RE-S	EA	2		
1039	Vascular Intervention - Angiopl Access - Guide Catheter	Mach1 Peripheral Guide Catheter - 7F	M001197620	19-762	Model-7F PV Mach1 LIMA	EA	2		
1040	Vascular Intervention - Angiopl Access - Guide Catheter	Mach1 Peripheral Guide Catheter - 7F	M001197040	19-704	Model-7F PV Mach1 RE-S	EA	5		
1041	Vascular Intervention - Angiopl Access - Guide Catheter	Mach1 Peripheral Guide Catheter - 8F	M001198620	19-862	Model-8F PV Mach1 LIMA	EA	2		
1042	Vascular Intervention - Angiopl Access - Guide Catheter	Mach1 Peripheral Guide Catheter - 8F	M001198040	19-804	Model-8F PV Mach1 RE-S	EA	2		
1043	Support Catheters	Crossing Devices	H74939212014 131	39212-01413	Rubicon 014in 135cm (Box 5)	BX	2		
1044	Support Catheters	Crossing Devices	H74939239018 091	39239-01809	Rubicon 18, 90cm (Box 5)	BX	2		
1045	Support Catheters	Crossing Devices	H74939240035 061	39240-03506	Rubicon 35, 65m (Box 5)	BX	6		
1046	Support Catheters	Crossing Devices	H74939240035 091	39240-03509	Rubicon 35, 90cm (Box 5)	BX	5		
	CTO DEVICES								
1047	Crossing Technology	Crossing Devices	H74939208181 650	39208-18165	TruePath CTO Device	EA	5		
	LARGE VESSEL ANGIOPLASTY								
1048	Balloon Catheters - Large Vessel	XXL	M001145100	14-510	XXL/12-4/5.8/75	EA	2		
1049	Balloon Catheters - Large Vessel	XXL	M001145140	14-514	XXL/14-4/5.8/75	EA	4		
1050	Balloon Catheters - Large Vessel	XXL	M001145570	14-557	XXL/18-4/5.8/75	EA	3		
	.035 ANGIOPLASTY								
1051	Balloon Catheters - Mustang	Mustang 20- 100MM	H74939171040 470	3917104047	Mustang 4.0 x40, 75cm	EA	3		

1052	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171041070	3917104107	Mustang 4.0 x100, 75cm	EA	6		
1053	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171050470	3917105047	Mustang 5.0 x40, 75cm	EA	2		
1054	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171051070	3917105107	Mustang 5.0 x100, 75cm	EA	2		
1055	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171060470	3917106047	Mustang 6.0 x40, 75cm	EA	2		
1056	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171061070	3917106107	Mustang 6.0 x100, 75cm	EA	2		
1057	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171070470	3917107047	Mustang 7.0 x40, 75cm	EA	2		
1058	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171071070	3917107107	Mustang 7.0 x100, 75cm	EA	8		
1059	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171080470	3917108047	Mustang 8.0 x40, 75cm	EA	2		
1060	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171081070	3917108107	Mustang 8.0 x100, 75cm	EA	4		
1061	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171090470	3917109047	Mustang 9.0 x40, 75cm	EA	4		
1062	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171100470	3917110047	Mustang 10.0 x40, 75cm	EA	2		
1063	Balloon Catheters - Mustang	Mustang 20-100MM	H74939171120470	3917112047	Mustang 12.0 x40, 75cm	EA	4		
	.018 ANGIOPLASTY								
1064	Balloon Catheters - Small Vessel Monorail	Sterling Matrix .018 Monorail	H74939031401080	39031-40108	F/G, STERLING, MR, 4.0 x 10/80 (4F)	EA	8		
1065	Balloon Catheters - Small Vessel Monorail	Sterling Matrix .018 Monorail	H74939031402080	39031-40208	F/G, STERLING, MR, 4.0 x 20/80 (4F)	EA	2		
1066	Balloon Catheters - Small Vessel Monorail	Sterling Matrix .018 Monorail	H74939031501080	39031-50108	F/G, STERLING, MR, 5.0 x 10/80 (4F)	EA	2		
1067	Balloon Catheters - Small Vessel Monorail	Sterling Matrix .018 Monorail	H74939031502080	39031-50208	F/G, STERLING, MR, 5.0 x 20/80 (4F)	EA	2		
1068	Balloon Catheters - Small Vessel Monorail	Sterling Matrix .018 Monorail	H74939031601080	39031-60108	F/G, STERLING, MR, 6.0 x 10/80 (4F)	EA	2		
1069	Balloon Catheters - Small Vessel Monorail	Sterling Matrix .018 Monorail	H74939031602080	39031-60208	F/G, STERLING, MR, 6.0 x 20/80 (4F)	EA	2		
	.014 ANGIOPLASTY								
1070	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135204010	39135-20401	ES MR 2mm x 40mm x 145cm	EA	2		
1071	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185201010	39185-20101	Coyote, 2mm X 100mm X 150CM, MR	EA	4		

1072	Balloon Catheters - Small Vessel Monorail	Coyote MR 220mm	H74939185202 210	39185-20221	Coyote, 2mm X 220mm X 150CM, MR	EA	2		
1073	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135254 010	39135-25401	ES MR 2.5mm x 40mm x 146cm	EA	2		
1074	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185251 010	39185-25101	Coyote, 2.5mm X 100mm X 150CM, MR	EA	3		
1075	Balloon Catheters - Small Vessel Monorail	Coyote MR 220mm	H74939185252 210	39185-25221	Coyote, 2.5mm X 220mm X 150CM, MR	EA	4		
1076	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135304 010	39135-30401	ES MR 3mm x 40mm x 146cm	EA	2		
1077	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185301 010	39185-30101	Coyote, 3mm X 100mm X 150CM, MR	EA	2		
1078	Balloon Catheters - Small Vessel Monorail	Coyote MR 220mm	H74939185302 210	39185-30221	Coyote, 3mm X 220mm X 150CM, MR	EA	2		
1079	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135354 010	39135-35401	ES MR 3.5mm x 40mm x 146cm	EA	2		
1080	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185351 010	39185-35101	Coyote, 3.5mm X 100mm X 150CM, MR	EA	2		
1081	Balloon Catheters - Small Vessel Monorail	Coyote MR 220mm	H74939185352 210	39185-35221	Coyote, 3.5mm X 220mm X 150CM, MR	EA	2		
1082	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135404 010	39135-40401	ES MR 4mm x 40mm x 146cm	EA	2		
1083	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185401 010	39185-40101	Coyote, 4mm X 100mm X 150CM, MR	EA	2		
1084	Balloon Catheters - Small Vessel Monorail	Coyote MR 220mm	H74939185402 210	39185-40221	Coyote, 4mm X 220mm X 150CM, MR	EA	2		
1085	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135204 010	39135-20401	ES MR 2mm x 40mm x 145cm	EA	2		
1086	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185201 010	39185-20101	Coyote, 2mm X 100mm X 150CM, MR	EA	4		
1087	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135254 010	39135-25401	ES MR 2.5mm x 40mm x 146cm	EA	2		
1088	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185251 010	39185-25101	Coyote, 2.5mm X 100mm X 150CM, MR	EA	3		

1089	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135304 010	39135-30401	ES MR 3mm x 40mm x 146cm	EA	2		
1090	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185301 010	39185-30101	Coyote, 3mm X 100mm X 150CM, MR	EA	2		
1091	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135354 010	39135-35401	ES MR 3.5mm x 40mm x 146cm	EA	2		
1092	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185351 010	39185-35101	Coyote, 3.5mm X 100mm X 150CM, MR	EA	2		
1093	Balloon Catheters - Small Vessel Monorail	Coyote ES Monorail	H74939135404 010	39135-40401	ES MR 4mm x 40mm x 146cm	EA	2		
1094	Balloon Catheters - Small Vessel Monorail	Coyote MR 40-100mm	H74939185401 010	39185-40101	Coyote, 4mm X 100mm X 150CM, MR	EA	2		
CUTTING BALLOON									
1095	Peripheral Cutting Balloon	PCB 014 FLEXTOME OTW	M001PCBO201 5140F0	PCBO2015140F	PCB 2.00MM/1.5CM/140C M-US	EA	5		
1096	Peripheral Cutting Balloon	PCB 014 FLEXTOME OTW	M001PCBO251 5140F0	PCBO2515140F	PCB 2.50MM/1.5CM/140C M-US	EA	2		
1097	Peripheral Cutting Balloon	PCB 014 FLEXTOME OTW	M001PCBO301 5140F0	PCBO3015140F	PCB 3.00MM/1.5CM/140C M-US	EA	2		
1098	Peripheral Cutting Balloon	PCB 014 FLEXTOME OTW	M001PCBO351 5140F0	PCBO3515140F	PCB 3.50MM/1.5CM/140C M-US	EA	2		
1099	Peripheral Cutting Balloon	PCB 014 FLEXTOME OTW	M001PCBO401 5140F0	PCBO4015140F	PCB 4.00MM/1.5CM/140C M-US	EA	2		
1100	Peripheral Cutting Balloon	PCB OTW (2 CM)	M001PCB5020 900	PCB502090	PCB 5.00 mm / 2.0 cm / 90 cm OTW	EA	2		
1101	Peripheral Cutting Balloon	PCB OTW (2 CM)	M001PCB6020 900	PCB602090	PCB 6.00 mm / 2.0 cm / 90 cm OTW	EA	2		
1102	Peripheral Cutting Balloon	PCB OTW (2 CM)	M001PCB7020 900	PCB702090	PCB 7.00 mm / 2.0 cm / 90 cm OTW	EA	2		
1103	Peripheral Cutting Balloon	PCB OTW (2 CM)	M001PCB8020 900	PCB802090	PCB 8.00 mm / 2.0 cm / 90 cm OTW	EA	2		
POLAR CATH- CRYO									
1104	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T2040150 010	T20401500	2x40x150/0.014	EA	8		
1105	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T2010015 0010	T20100150	PolarCath .014 - 2/100/150	EA	2		
1106	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T2015015 0010	T2015015001	2x150x150 / 0.014	EA	2		
1107	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T2540135 010	T254013501	2.5mm x 40mm x135cm	EA	2		
1108	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T2510015 0010	T25100150	PolarCath .014 - 2.5/100/150	EA	2		
1109	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T2515015 0010	T2515015001	2.5x150x150 / 0.014	EA	2		

1110	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T3040150 010	T304015001	3x 40 x150/0.014	EA	2		
1111	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T3010013 5010	T30100135	PolarCath .014 - 3/100/135	EA	3		
1112	Cryoplasty	Cryoplasty Catheters - 0.014 Polarcath	M001T3015015 0010	T3015015001	3x150x150 / 0.014	EA	2		
1113	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P4401200 10	P44012001	Model-4mm x 40mm x120cm	EA	8		
1114	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P4601200 10	P46012001	Model-4mm x 60mm x120cm	EA	3		
1115	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P4100080 010	P410008001	PolarCath .035 - 4/100/80	EA	2		
1116	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P4150120 010	P415012001	4x150x120 / 0.035	EA	2		
1117	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P5400800 10	P54008001	Model-5mm x 40mm x 80cm	EA	2		
1118	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P5601200 10	P56012001	Model-5mm x 60mm x 120cm	EA	5		
1119	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P5100120 010	P51001200	PolarCath .035 - 5/100/120	EA	2		
1120	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P5150120 010	P515012001	5x150x120 / 0.035	EA	2		
1121	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P6400800 10	P64008001	Model-6mm x 40mm x 80cm	EA	2		
1122	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P6600800 10	P66008001	Model-6mm x 60mm x 80cm	EA	2		
1123	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P6100120 010	P61001200	PolarCath .035 - 6/100/120	EA	2		
1124	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P6150120 010	P615012001	6x150x120 / 0.035	EA	2		
1125	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P7401200 10	P74012001	Model-7mm x 40mm x 120cm	EA	2		
1126	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P7800800 10	P78008001	7x80x80/0.035	EA	2		
1127	Cryoplasty	Cryoplasty Catheters - 0.035 Polarcath	M001P8400800 10	P84008001	.035 Balloon 8/40/80	EA	2		
1128	Cryoplasty - Accessories	Cryoplasty Accessories	M001PCIU400 000	PCIU4	Model-Inflation Unit	EA	10		
1129	Cryoplasty - Accessories	Cryoplasty Accessories	M001NC20000 001	NC2	Model-Nitrous Oxide Cartridge 10 Pk	BX	8		
1130	Cryoplasty - Accessories	Cryoplasty Accessories	M001BATR111 000	BATR1110	Model-Power Module (US)	EA	3		

B.2 Delivery Schedule

ITEM NUMBER		QUANTITY	DELIVERY DATE
1	SHIP TO: Department of Veterans Affairs Warehouse (building 26) 400 Veterans Avenue Biloxi ,MS 39531 2410 MARK FOR: Biloxi Warehouse Staff BiloxiWarehouseStaff@VA.gov 228-523-4312	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 2013)

(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).

- [X] (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- [X] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- [X] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [X] (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)
- [X] (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).
- ☐ (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).

☒ (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.).

☐ (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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (9) 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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(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.

(End of Clause)

C.2 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

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

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

"Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that--

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when

performing under the contract. (A *de minimis* interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are--

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall--

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of Clause)

C.3 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

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

"Postconsumer fiber" means--(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of Clause)

C.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$65.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$6,000.00;

(2) Any order for a combination of items in excess of \$50,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.6 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 5 days after effective period.

(End of Clause)

C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six months after expiration of effective period.

(End of Clause)

C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.10 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.11 852.232-72 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.12 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractor's 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less

than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

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

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is

the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

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

ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS

1. QUOTE SUBMISSION: Offerors shall submit quotes to the address listed below by 3:00 pm on the 30 May 2013. Offers can be hand-delivered, e-mailed, mailed or delivered by commercial delivery service. If using commercial delivery service, please include Building T-102, Room A-100 in the delivery address. e-mailed offers will be accepted, however, subject line must indicate solicitation number VA256-13-Q-0872 . Offerors should obtain confirmation of receipt prior to

the solicitation closing date/time. The Government may award on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offeror's best terms.

Department of Veterans Affairs

VA Gulf Coast Veterans Health Care System

ATTN: NCO 16 c/o Windell Lance

400 Veterans Avenue

Biloxi, MS 39531

2. PROPOSAL CONTENTS: The offerer shall submit, no later than the closing date/time listed in the solicitation, the following items:

- a) Acknowledgement of any amendments;
- b) A completed schedule of offered prices for the base year and the option year;
- c) Completed Representations and Certifications in FAR 52.212-3, *Offeror Representations and Certifications--Commercial Items*, or a statement that these are on file at the ORCA website
- d) The offeror's DUNS Number.

E.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

E.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price, Requirements contract resulting from this solicitation.

(End of Provision)

E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs
VA Gulf Coast VHCS
Building T102, Room A100
400 Veterans Avenue
Biloxi MS 39531

Mailing Address:

Department of Veterans Affairs
VA Gulf Coast VHCS
A&MMS (90C) ATTN: Windell Lance
400 Veterans Avenue
Biloxi MS 39531

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

(End of Provision)

E.5 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984) ALTERNATE II (APR 1984)

The supplies and/or services listed in the attached schedule will be furnished at such time and in such quantities as they are required.

(End of Clause)

E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;

- (3) Include an original signed by the protester or the protester's representative and at least one copy;
 - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
 - (5) Specifically request a ruling of the individual upon whom the protest is served;
 - (6) State the form of relief requested; and
 - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

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

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

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

E.8 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

E.9 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-- REPRESENTATION AND CERTIFICATIONS	DEC 2012

(End of Addendum to 52.212-1)

E.10 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(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:

Technical (Exact Items)
Price
Past Performance

Technical and past performance, when combined, are more 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)

E.11 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website access through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

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

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

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

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

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

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

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

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(11) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) *Previous contracts and compliance.* The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

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

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani,

Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(4) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

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

Line Item No.	Country of Origin
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

[List as necessary]

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

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [] does [] does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [] does [] does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that--

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(End of Provision)