SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF
	100

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			SPE2D1-15-R-0001	5/22/15

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Maciej Okulicz-Kozaryn	(215) 737-2888	7/27/15 1:00pm EDT

9. ISSUED BY — CODE SPE2D1

DLA Troop Support
Medical Supply Chain (FSDA)
700 Robbins Avenue
Philadelphia, PA 19111

10. THIS ACQUISITON IS
- ☑ UNRESTRICTED OR
- ☐ SET ASIDE: % FOR:
  - ☐ SMALL BUSINESS
  - ☐ EMERGING SMALL BUSINESS
  - ☐ HUBZONE SMALL BUSINESS
  - ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
  - ☐ 8(A)

NAICS: 334517
SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING / 14. METHOD OF SOLICITATION
☐ SEE SCHEDULE		☐	☐ RFQ ☐ IFB ☑ RFP

15. DELIVER TO — CODE

As indicated on individual delivery orders

16. ADMINISTERED BY — CODE

Same as Block 9 and:
Department of Veterans Affairs
VA National Acquisition Center
P.O. Box 76, Bldg 37
Hines, IL 60141

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE

As indicated on individual delivery orders issued against this contract.

☐ 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 ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Statement of Work *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☑ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☑ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☑ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

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CONTRACT DOCUMENTS AND ATTACHMENTS:

Attachment #1 - Both VA and DLA - Modality Interface DICOM Conformance Requirements

Attachment #2 - VA only - VA Form 10091

Attachment #3 - Both VA and DLA - Discount & Pricing Information Worksheet

Attachment #4 – Both VA and DLA - Vendor Offer Submission Form (for individual customer requirements)

Attachment #5 – Both VA and DLA – Contract Price book template

Attachment #6 – Both VA and DLA - Modality Matrix

Continuation of Blocks from SF 1449

Joint Defense Logistics Agency (DLA) Troop Support and the Department of Veterans Affairs National Acquisition Center (VA NAC) Radiology and Imaging Systems Program Solicitation

Block 8

Offer Due Date/Local Time: The initial solicitation closing date shall be July 27, 2015; 1:00 pm, Local Philadelphia Time. There will be at least one subsequent open season that will be issued via posting of an amendment on the Federal Business Opportunities website at https://www.fbo.gov. The Government reserves the right to have additional open seasons that would be issued via posting of an amendment on https://www.fbo.gov.

Block 9

› Address and Submit "mailed" offers to:
Defense Logistics Agency
Troop Support
Post Office Box 56667
Philadelphia, PA 19111-6667
Solicitation Number: SPE2D1-15-R-0001
Opening/Closing Date and Time: See above

› Address and Deliver "hand carried" offers, *including delivery by commercial carrier*, to:
DLA Troop Support
Business Opportunities Office
Bldg. 36, 2nd Floor, Room 2035
700 Robbins Avenue
Philadelphia, PA 19111-5092
Solicitation Number: SPE2D1-15-R-0001
Opening/Closing Date and Time: See above

Notes: 1. All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service "hand carries" the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER'S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

2. Examples of "hand carried" offers include: In-person delivery by contractor, Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail, and USPS Certified Mail.

Initial proposal submissions must be mailed or hand carried to the Business Opportunities Office in accordance with the above instructions.

E-mail or fax transmissions may be authorized in writing by the Contracting Officer for discussions and any proposal revisions. If discussions take place or a request for proposal revision is issued, the method and date/time for receipt of vendor submissions will be provided by the Contracting Officer.

Block 17a

› Offeror's assigned Data Universal Numbering System (DUNS) Number:_____(If you do not have a DUNS number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

› Offeror's assigned Contractor and Government Entity (CAGE) Code:_____

Block 17b

Remittance Address: (if different from Contractor/Offeror address in block 17a of the SF 1449.)

_____
_____
_____

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

CONTRACT CLAUSES

52.212-4 - CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DEC 2014)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71,Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and

then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal

contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor

shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUM TO FAR 52.212-4

The following paragraph of 52.212-4 are amended as indicated below:

Paragraph (t), *System for Award Management.*

Add the following paragraph:

(a) Definitions.

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) Code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code".

"Data Universal Number System (DUNS) Number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) Number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the System for Award Management database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;

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

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

(4) The Government has marked the record "Active".

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at the following websites:

FAR Clauses: https://www.acquisition.gov/far/index.html
DFARS Clauses: http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html
DLAD Clauses: http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm
VAAR Clauses: http://www.va.gov/oal/library/vaar/

THE FOLLOWING ADDITIONAL CLAUSES ARE INCORPORATED BY REFERENCE

(NOTE: CLAUSES APPLY TO BOTH DLA AND VA NAC ISSUED CONTRACTS AND DELIVERY ORDERS UNLESS SPECIFICALLY NOTED OTHERWISE)

52.203-5 Covenant Against Contingent Fees. (APR 1984)

52.203-7 Anti-Kickback Procedures. (OCT 2010)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.215-2 Audit and Records – Negotiation (Oct 2010) Alternate I (MAR 2009)

52.216-27 Single or Multiple Awards (OCT 1995)

52.223-7 Notice of Radioactive Materials (Jan 1997)

52.223-15 Energy Efficiency in Energy-Consuming Products (Dec 2007)

52.224-1 Privacy Act Notification (APR 1984)

52.224-2 Privacy Act (APR 1984)

52.227-1 Authorization and Consent (DEC 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

52.227-19 Commercial Computer Software License. (DEC 2007)

52.232-17 Interest. (OCT 2010)

52.242-13 Bankruptcy (JUL 1995)

52.242-15 Stop-Work Order (AUG 1989)

52.243-1 Changes Fixed-Price (AUG 1987)

52.244-6 Subcontracts for Commercial Items (Jul 2013)

52.247-29 F.O.B. Origin. (FEB 2006) (Only applicable for some DLA OCONUS orders)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013) DFARS

252.204-7003 Control of Government Personnel Work Product (APR 1992) DFARS

252.204-7004 Alternate A, System for Award Management (MAY 2013) DFARS

252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006) DFARS

852.203-71 Display of Department of Veteran Affairs Hotline Poster (DEC 1992) VAAR

852.273-75 Security Requirements for Unclassified Information Technology Resources (OCT 2008) VAAR

852.273-76 Electronic Invoice Submission (Interim - OCT 2008) VAAR (Only for VA issued orders, including from DLA administered contracts)

52.223-9003 Marking Dangerous Goods or Hazardous Materials (NOV 2011) DLAD

THE FOLLOWING ADDITIONAL CLAUSES ARE INCORPORATED IN FULL TEXT:

(NOTE: CLAUSES APPLY TO BOTH DLA AND VA NAC ISSUED CONTRACTS AND DELIVERY ORDERS UNLESS SPECIFICALLY NOTED OTHERWISE)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Fixed-Price with Economic Price Adjustment multiple award Indefinite-Quantity contracts resulting from this solicitation.

(End of Clause)

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 1 each, 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 the remaining amount of the contract maximum limitation

(2) Any order for a combination of items in excess of the remaining amount of the contract maximum limitation; or

(3) A series of orders from the same ordering office within any 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 2 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)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 365 days after delivery order issuance.

(End of Clause)

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 of expiration date of the contract but no later than two (2) days prior to the expiration date of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 extend beyond ten (10) years.

(End of Clause)

252.216-7006 ORDERING (MAY 2011) DFARS

(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 contract schedule. Such orders may be issued from date of contract award through the end of the contract period (or the end of each option 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)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

52.212-9002 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2014) DLAD *(Unless noted otherwise, only applies to DLA issued contract and orders, including orders against VA administered contracts)*

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

1. __X__ FAR 52.203-3, Gratuities (APR 1984) (*applies to both DLA and VA administered contracts*)

2. __X__ DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

3. __X__ DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)

4. __X__ DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)

5. _____ DFARS 252.204-7011, Alternative Line Item Structure (SEP 2011)

6. __X__ DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

7. _____ DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors (FEB 2014)

8. _____ DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (FEB 2014)

9. _____ DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (FEB 2014)

10. __X__ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)

11. __X__ DFARS 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009)

12. __X__ DFARS 252.211-7003, Item Unique Identification and Valuation (DEC 2013)

13. _____ DFARS 252.211-7006, Passive Radio Frequency Identification (SEP 2011)

14. _____ DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)

15. _____ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)

16. _____ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)

17. _____ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)

18. ___X_ DFARS 252.215-7008, Only One Offer (OCT 2013)

19. __X__ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2014) (*Only applies to DLA administered contracts*)

20. _____ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2014)

21. _____ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)

22. _____ DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (JAN 2014)

a._____Alternate I (DEC 2010) of 52.225-7000

23. _____DFARS 252.225-7001, Buy American and Balance of Payments Program (DEC 2012)

a._Alternate I (JAN 2014) of 252.225-7001

24. _____DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)

25. _____DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)

26. _____ DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)

27. _____DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)

28. _____DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)

29. _____DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)

30. _____ DFARS 252.225-7017, Photovoltaic Devices (JAN 2014)

31. _____ DFARS 252.225-7018, Photovoltaic Devices—Certificate (JAN 2014)

32. __X__ DFARS 252.225-7020, Trade Agreements Certificate (JAN 2005)

a._____Alternate I (DEC 2010) of 252.225-7020

33. __X__ DFARS 252.225-7021, Trade Agreements (OCT 2013)

a._____Alternate II (OCT 2011) of 252.225-7021

34. _____DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)

35. _____ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)

36. _____ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)

37. __X__ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)

38. __X__ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)

39. _____ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)

40. _____ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)

41. _____ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2012)

a._____Alternate I (OCT 2013) of 252.225-7035

b._____Alternate II (NOV 2012) of 252.225-7035

c. Alternate III (JUN 2012) of 252.225-7035

d. Alternate IV(NOV 2012) of 252.225-7035

e. Alternate V (NOV 2012) of 252.225-7035

42. _____DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2012)

a._____Alternate I (JUN 2012) of 252.225-7036

b._____Alternate II (NOV 2012) of 252.225-7036

c._____Alternate III (JUN 2012) of 252.225-7036

d._____Alternate IV (NOV 2012) of 252.225-7036

e._____Alternate V (NOV 2012) of 252.225-7036

43. _____ DFARS 252.225-7037, Evaluation of Offers for Air Circuit Breakers (JUN 2005)

44. _____DFARS 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005)

45. _____ DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (MAY 2014)

46. _____ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)

47. _____ DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

48. _____ DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)

49. __X__ DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)

50. __X__ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013),

51. __X__ DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

52._____DFARS 252.232-7009, Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)

53. __X__ DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)

54. _____ DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)

55. _____DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)

58._____DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)

57. _____ DFARS 252.239-7017, Notice of Supply Chain Risk (NOV 2013)

58. _____ DFARS 252.239-7018, Supply Chain Risk (NOV 2013)

59. __X__ DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)

60. __X__ DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)

61. __X__ DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)

62. _____ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)

63. _____DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

64. __X__ DFARS 252.247-7022, Representation of Extent of Transportation by Sea (AUG 1992)

65. __X__ DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014).

a._____Alternate I (APR 2014) of 252.247-7023.

b._____Alternate II (APR 2014) of 252.247-7023

66. _____ DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

67. _____ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)

68. _____ DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)

69. _____ DFARS 252.247-7027, Riding Gang Member Requirements (OCT 2011)

70. _____ DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

1. DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)

2. DFARS 252.227-7015, Technical Data – Commercial Items (FEB 2014)

3. DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)

4. DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)

5. DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)

6. DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)

7. DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014)

8. DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

(End of Clause)

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD *(Only applies to DLA administered contracts and DLA issued orders – For VA administered contracts and VA issued orders VAAR 852.233-71 applies)*

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [ ]. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

ECONOMIC PRICE ADJUSTMENT – ESTABLISHED CATALOG PRICE - ONE UPWARD ADJUSTMENT AUTHORIZED EACH YEAR TERM - NON-ECAT (JUL 2014) DLATS

(a) All price adjustments authorized or mandated by this clause are based upon changes in the Contractor's List Prices. The clause also provides for voluntary price reductions (VPR) in the form of "specials" or "discounts".

(b) Definitions:

(1) Contract Unit Price: The price per unit of issue comprised of the "List Price" and the applicable "Discount". The Contract Unit Price is determined by reducing the applicable List Price by the appropriate Discount. The list prices and discounts shall be listed in the contract. The resulting net contract unit prices may or may not be listed in the contract at the discretion of the Contracting Officer.

(2) Discount: The percentage reduction off the List Price proposed by the contractor and accepted by the Government. These percentages may vary per item and quantity ordered. They shall be agreed to at time of award and may not be reduced for the life of the contract. These discounts are in addition to any standard trade discounts in the contractor's established commercial Catalog/Price List. (Contractors may offer larger discounts and/or reduced List Prices at any time.)

(3) List Price: The established Catalog Unit Prices of the items. In order for a "List Price" to meet the criteria as an established Catalog Price, it must meet the definition in (c) below.

(4) Voluntary Price Reduction (VPR): See paragraph (l) below.

(c) The term "established Catalog Unit Price", as used in this clause, means a Unit Price that (i) is a Catalog Price for a commercial item sold in substantial quantities to the general public and (ii) is the net price after applying any standard trade discounts offered by the contractor.

(d) The offeror/contractor warrants that (1) the List Prices and the subsequent revisions thereto are the established Catalog Unit Prices in effect at
time of Award or adjustment for like quantities of the same items and (2) any Contract Unit Prices determined using these List Prices do not include allowances for any portion of the contingency covered by this clause.

(e) Prior to award the contractor must furnish:

(1) their current established Catalog/Price List, offered Discounts, proposed Contract Unit Prices.

(f) Upon acceptance by the Government, the Award Unit Prices will be established at the List Prices minus the agreed-to Discounts.

(g) Downward Adjustments.

(1) Downward adjustments to Contract Unit Prices are mandated whenever there are decreases in List Prices. The contractor shall promptly notify the Contracting Officer in writing of the amount and effective date of each decrease in List Price. The Contractor shall propose a lower Contract Unit Price taking into consideration the benchmark in paragraph (g)(2) below. The contractor must furnish a copy of the revised Catalog/Price List as soon as it is available. Also, the contractor must provide an Excel spreadsheet or ACCESS Database (in both hard copy and disc) that displays for each item with an offered decrease in Contract Unit Price the appropriate information below. The Contractor shall submit this information at least 60 days prior to the date when the reduced List Prices take effect.

(i) The Supplier (Catalog); e.g., ABC Imaging, Inc.

(ii) The Product Name/Nomenclature; e.g., High Speed Handpiece.

(iii) Part Number; e.g., HIH 2000

(iv) The List Price upon which the current Contract Unit Price is based.

(v) The applicable Contract Discount used as a basis for determining the current Contract Unit Price.

(vi) The Contract Unit Price currently in effect.

(vii) The reduced List Price.

(viii) The applicable Contract Discount or larger Contract Discount now offered.

(ix) The reduced Contract Unit Price now offered.

(x) The percentage decrease in List Price from the List Price which determined the current Contract Unit Price to the new, lower List Price.

(xi) The percentage change in Contract Unit Price from the current Contract Unit Price to the new lower Contract Unit Price now offered.

(2) Reductions in List Price(s). For any offered price decrease, the appropriate discount or larger discount now offered will be applied to each reduced List Price to determine the adjusted Contract Unit Price provided the proposed lower Contract Unit Price does not exceed the following benchmark:

The offered reduction in Contract Unit Price on a percentage basis must be at least equal to the percentage reduction from the List Price currently in effect under the contract to the new lower List Price; i.e., the current Contract Unit Price must, as a minimum, be reduced by the percentage decrease in List Price.

(3) If the proposed Contract Unit Price exceeds the List Price benchmark, the Contracting Officer shall determine the proposed price reductions unreasonable and negotiate a price reduction which results in a Contract Unit Price that does not exceed the benchmark. (All negotiated price reductions shall be confirmed in writing and will include the agreed-to price(s) and the list price(s) and discount(s) which make up these prices.) If an agreement cannot be reached the Contracting Officer has the option of removing these items from the Contract or taking the action in the last sentence below. If the proposed Contract Unit Price does not exceed the benchmark, it will be determined fair and reasonable. Upon acceptance of any proposed price decreases, the Government shall modify the contract to include the reduced list prices and discounts. The adjusted Contract Unit Prices may or may not be shown in the modification at the discretion of the Contracting Officer. These reduced Contract Unit Prices shall apply to those items ordered on or after the date when the reduced List Price(s) take effect. If the contractor fails to notify the Contracting Officer of any List Price decreases within the timeframe and in the manner stated above or agreement on any reduction cannot be reached, the Contracting Officer may determine the applicable adjustment and authorize a unilateral price adjustment retroactively applied to all items ordered on or after the effective date of the decrease in the Contractor's established List Prices.

(h) Upward Adjustments.

(1) DURING THE FIRST YEAR OF THE CONTRACT Base TERM (I.E., AWARD DATE 09/24/2014 WOULD EQUATE TO THE PERIOD 9/24/14 THRU 9/23/2015), Contract Unit Prices are not subject to any upward adjustment. However, the Contractor is authorized to submit one upward adjustment request starting from the second year of the base term, and during each year thereafter, to include the years in the OPTION TERMS (IF INVOKED). Therefore in total, no more than 9 annual adjustments may be invoked on this contract.

Request shall be submitted no later than 60 days prior to the effective date of the upcoming CONTRACT Year. Each request for upward price adjustment must be based upon increases in List Prices only. (List Price increases which will take effect beyond this 60 day evaluation period, shall not be included in the upcoming adjustment but may be submitted for the subsequent Annual adjustment.) The Contractor shall propose a Contract Unit Price taking into consideration the

benchmarks in paragraph (h)(2). The request shall include a copy of the revised Catalog/Price List and the following for each item with a proposed increase in Contract Unit Price:

(i) A separate Excel spreadsheet or ACCESS database, in both hard copy and disc, that displays for each item with a proposed price increase the following information:

(A) The item number; e.g., 0003.

(B) The Supplier(Catalog); e.g., ABC Dental, Inc.

(C) The Product Name/Nomenclature; e.g., High Speed Handpiece.

(D) The Part Number; e.g., HIH2000.

(E) For the initial ADJUSTMENT PERIOD, the List Price that determined the Award Unit Price, the applicable Contract Discount, and the Award Unit Price. For all subsequent ADJUSTMENT PERIODS, the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding Contract Year, the applicable discount, and the highest Contract Unit Price that was in effect during the preceding Contract Year.

(F) The increased List Price and its effective date, the applicable Contract Discount or larger Contract Discount now offered, and the proposed higher Contract Unit Price.

(G) For the initial ADJUSTMENT PERIOD, the percentage change from the List Price that determined the award unit price to the new higher List Price. For all subsequent ADJUSTMENT YEARS, the percentage change from the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding Contract Year to the new higher List Price.

(H) Any other information required by the Contracting Officer.

(2) Benchmarks. If any List Price increases, and the increase is authorized under this clause, the Contract Unit Prices for any corresponding items ordered after the increase takes effect shall be determined using the increased List Price and either the applicable Discount originally awarded or any larger Discount now offered that applies to the affected item. Proposed increases will be considered fair and reasonable if they do not exceed whichever is the lower of the following two benchmarks:

(i) For the Initial ADJUSTMENT PERIOD of the contract, the proposed increase in Contract Unit Price on a percentage basis cannot exceed the percentage increase from the List Price that determined the award unit price to the new higher List Price. For all subsequent ANNUAL ADJUSTMENT PERIODS, the proposed increase in Contract Unit Price on a percentage basis cannot exceed the percentage increase from the List Price that determined the highest Contract Unit Price that was in effect at any time during the preceding contract year to the new higher List Price.

(ii) Any proposed higher Contract Unit Prices are subject to the following limitations:

(A) For the initial ANNUAL ADJUSTMENT, Contract Unit Price increases shall be limited to the following annual ceiling(s) applied to the award unit price for the same item (i.e., any proposed higher Contract Unit Price cannot exceed the award unit price plus the annual ceiling).

ANNUAL CEILING, ALL ITEMS: 4%

There is no percentage limit on downward adjustments under this clause.
(B) For all subsequent Option Years, Contract Unit Price increases shall be limited to the following annual ceiling(s) applied to the highest Contract Unit Price in effect during the preceding Contract Year for the same item (i.e., any proposed higher Contract Unit Price cannot exceed the highest Contract Unit Price in effect during the preceding Contract Year plus the annual ceiling.)

ANNUAL CEILING, ALL ITEMS: 4%

There is no percentage limit on downward adjustments under this clause.

(3) Upon approval of the proposed price increases, the Government shall modify the contract to include the increased list prices and discounts. The adjusted Contract Unit Prices may or may not be included in the modification at the discretion of the Contracting Officer. Upward price adjustments shall be effective on the ANNUAL ANNIVERSARY OR TERM OPTION EFFECTIVE DATE unless either of the following occurs:

(i) If the Contractor's request for price adjustment is not received 60 days prior to the effective date of the upcoming ANNUAL ADJUSTMENT/BASE OR OPTION TERM (if exercised), any approved upward price adjustment shall not be effective until 60 days after receipt of the request.

(ii) If during the 60 day period the Government has to evaluate prices and modify the contract, the Contracting Officer is unable to determine during that period that a price increase on any item or items is fair and reasonable (i.e., the proposed Contract Unit Price exceeds the lower of the two benchmarks above). In this case, no price increases will be authorized for those items until the Contracting Officer is able to determine the price increases for those items to be fair and reasonable. If necessary, the Contracting Officer shall conduct discussions with the Contractor to negotiate a price reduction which results in a Contract Unit Price that does not exceed the lower of the two benchmarks. When discussions have concluded and an agreement which results in fair and reasonable prices is reached, the Contractor shall confirm the agreed-to price(s) in writing (The agreement shall also identify the list price and discount which makes up each agreed-to price.) Once the written agreement is received, the Government shall modify the contract to include the increased list prices and discounts. The adjusted Contract Unit Prices may or may not be included in the modification at the discretion of the Contracting Officer. If the Contracting Officer and the contractor are unable to agree upon the price for any items, the Contracting Officer will delete these items from the contract. In addition, the Contracting Officer may also, at any time, remove any item from the contract that the Contracting Officer believes is no longer reasonably priced (if the Contracting Officer and the contractor are unable to agree upon a reduced price) and notify customers accordingly.

(4) Isolated incidents may occur for an item or group of items when proposed increases could exceed the annual ceiling benchmark in paragraph (h)(2)(ii). In such cases, the Contractor can submit an adequately justified written request for Contracting Officer approval of an increase in Contract Unit Price that exceeds the ceiling. The Contracting Officer may approve the request on a

one-time basis, increase the ceiling for the item or group of items if appropriate, negotiate a lower Contract Unit Price, or delete the item(s) from the contract. In no case may the increase in Contract Unit Price exceed the ceiling without written authorization from the Contracting Officer. Also, no increase will be authorized that results in a Contract Unit Price that exceeds the other benchmark.

(5) Increased List Prices shall not be used to compute Contract Unit Prices for Delivery Orders issued before the date the adjusted Contract Unit Prices take effect under the Contract.

(6) If the Contracting Officer removes items from the contract because an adjustment request price is determined to be unreasonable (see (g)(3)and (h)(3) and (4) above), all outstanding orders issued prior to the date the items are removed shall be delivered by the Contractor in accordance with the contract delivery schedule and the Government shall pay for such items at the Contract Unit Price in effect at the time of the order.

(i) If the Contracting Officer at any time has any reason to believe that the established List Price has been discontinued, the basis for the List Price has been substantially altered, or that the item no longer meets the criteria to qualify as an established Catalog Priced item, the Contractor shall furnish relevant information as required by the Contracting Officer. If the Contracting Officer determines that any of the preceding conditions are present and a substitute for determining price adjustments is needed, the parties shall promptly agree upon an appropriate substitute for determining adjustments pursuant to this or another appropriate clause. The Contract shall be modified to incorporate the substitute and its effective date.

(j) Pricing actions pursuant to paragraph (c) entitled "Changes" of FAR clause 52.212-4 (including any revisions by addendum thereto) or any other provision of this Contract will be priced as though there were no provisions for Economic Price Adjustment.

(k) Pending approval of any proposed price changes and the subsequent modification of the Contract Unit Prices, payment shall be made at the Contract Unit Prices in effect at the time of order.

(l) Voluntary Price Reductions (VPR): A "special or discount" offered by the Contractor which results in a voluntary price reduction for an item or group of items for a given period of time. The Contractor may offer a VPR at any time. The price reductions resulting from these VPRs will be in addition to any price reductions mandated by this EPA clause. The contractor shall notify the Contracting Officer when the VPR takes effect, which items are included, and the length of time the VPR will remain in effect. Once the "special or discount" period expires, prices will revert to the Contract Unit Price(s) in effect at that time.

If a List Price decreases when a VPR is in effect, the VPR will remain in effect until it expires if it is lower than the proposed unit price decrease. If the Contractor requests a Contract Unit Price increase based upon an increased List Price when a VPR is in effect, the VPR shall remain in effect until it expires. Upon expiration of the VPR, prices will revert to the adjusted Contract Unit Prices, as calculated in accordance with this clause as if no VPR had been in effect.

(End of Clause)

852.203-70 COMMERCIAL ADVERTISING (JAN 2008) VAAR

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)

852.219-9 VA SMALL BUSINESS SUBCONTRACTING MINIMUM REQUIREMENTS (DEC 2009) VAAR *(Only applies to VA administered contracts)*

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998) VAAR *(Only applies to VA administered contracts and VA issued orders – For DLA administered contracts and DLA issued orders DLAD 52.233-9001 applies)*

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 Clause)

52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL (MAR 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(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) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

___ (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).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

X (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 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).

___(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___(ii) Alternate I (Nov 2011) of 52.219-3.

___(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___(ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___(ii) Alternate I (Nov 2011).

___(iii) Alternate II (Nov 2011).

___(15) (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.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)

___(ii) Alternate I (Oct 2001) of 52.219-9.

X (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Oct 2014) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

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

___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

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

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

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

X (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

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

___(ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

___ (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (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) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___(ii) Alternate I (Jun 2014) of 52.223-13.

___(37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___(ii) Alternate I (Jun 2014) of 52.223-14.

___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___(39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

___(ii) Alternate I (Jun 2014) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___(42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (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 (May 2014) of 52.225-3.

___(iii) Alternate II (May 2014) of 52.225-3.

___(iv) Alternate III (May 2014) of 52.225-3.

X (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).*(Only applies to VA issued delivery orders)*

X (44) 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).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___(54) (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:

[*Contracting Officer check as appropriate*.]

___(1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

___(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

___(10) 52.222-55, Minimum Wages Under Executive Order 13658 Dec 2014)(Executive Order 13658).

(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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) 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 (Jul 2014) (38 U.S.C. 4212).

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

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 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.

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

(x) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

___ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(Executive Order 13658).

(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)

STATEMENT OF WORK

I. JOINT DEFENSE LOGISTICS AGENCY AND VETERANS ADMINISTRATION RADIOLOGY AND IMAGING SYSTEMS PROGRAM OVERVIEW

The Defense Logistics Agency Troop Support Medical Supply Chain (DLA) and the Department of Veterans Affairs National Acquisition Center (VA NAC) are responsible for the acquisition and management of radiology and imaging systems, subsystems, and components along with maintenance services, training, and incidental services related to the supply of the equipment for customers located in the United States and worldwide. The joint DLA/VA NAC Radiology and Imaging Systems Program was established to support the requirements of both agencies. The objective of this solicitation is to establish the second generation of the joint program with multiple-award Indefinite Delivery/Indefinite Quantity contracts utilizing FAR 16.505 (b) multiple-award ordering procedures. DLA and the VA NAC will divide up all submitted proposals for evaluation, award and administration. Each agency will then be able to issue orders against any contract, regardless of which agency administers the particular contract. Based on joint historical sales data, with approximate annual sales of $650 million, the total program estimate for the next 10 years is $6.5 billion.

II. CONTRACT SCOPE

This solicitation provides for the supply of radiology and imaging systems, subsystems, and components along with maintenance services, training, and incidental services related to the purchase of the equipment.

Radiology and imaging systems include but are not limited to computed tomography (CT) scanners, magnetic resonance imaging (MRI) systems, radiographic systems (X-Ray), nuclear medicine, ultrasounds, computed radiography, magnetoencephalography, Positron Emission Tomography (PET)-CT, PET-MR scanners, cyclotrons, angiography, cardiac catheterization, mammography systems, upgrades, repair parts, software, and accessories.

Incidental services are standard commercial services that the contractor may be asked to perform in connection with supplying items under the scope of the contract. What constitutes an incidental service is fact specific and will be a function of factors such as type of service, amount charged for the service, dollar amount charged for the supplies, existence of a close relationship between the service and the item supplied, and the time required to perform the service.

Maintenance, calibration or repair of certain equipment that meets all the conditions set forth in FAR 22.1003-4 (c)(1)(ii.) are allowable as long as the vendor provides full certification under FAR 52.222-48 - Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Certification (MAY 2014). Third party multivendor maintenance is allowable if all conditions at FAR 22.1003-4 (c)(1)(ii.) are applicable.

The Government may issue delivery orders to lease equipment under the IDIQ contracts awarded from this solicitation based on a case-by-case evaluation of comparative costs and other factors and determination that it is to the Government’s advantage under the circumstances in accordance with FAR Subpart 7.4.

III. CONTRACT ADMINISTRATION

The Defense Logistics Agency Troop Support Medical Supply Chain (DLA) and Department of Veterans Affairs National Acquisition Center (VA NAC) are the only organizations authorized to administer contracts issued against this solicitation. Vendors will be notified during discussions or at time of contract award, if there are no discussions, which agency will be the designated administering agency which will evaluate, award and administer any resultant contract. After IDIQ contract award, only the Contracting Officer from the designated administrating agency can authorize any action at the IDIQ contract level, including basic contract modifications. The Government reserves the right to reassign Contract administration between agencies on an as needed basis.

IV. AUTHORITY TO ISSUE ORDERS

(a.) The Defense Logistics Agency Troop Support Medical Supply Chain (DLA) and the Department of Veterans Affairs National Acquisition Center (VA NAC) are the only activities authorized to place delivery orders under this IDIQ contract except as otherwise delegated in writing by the DLA or VA NAC. Both the VA NAC and DLA will issue orders directly against any IDIQ contract under the program, regardless of which agency is the designated administrating agency. The agency which issues a delivery order will be responsible for all administration functions for the given delivery order.

(b.) Orders may be issued in support of requirements from the Department of Defense (DoD), Department of Veterans Affairs (VA), other Federal Agencies/Organizations and foreign governments through the DoD foreign military sales programs. During the term of the contract DLA and VA NAC reserve the right to add other customer groups to be supported by this IDIQ contract.

V. DELIVERY REQUIREMENTS

(a.) Order delivery locations are located in both the contiguous United States (CONUS), which includes the 48 contiguous States and the District of Columbia as well as areas outside of the contiguous United States (OCONUS).

(b.) Vendors shall support all CONUS locations. Contract pricing should be provided on a F.O.B. Destination basis for all CONUS locations.

(c.) Vendors shall support Alaska, Hawaii, and U.S. Territories. Contract pricing should be provided on a F.O.B. Destination basis for Alaska, Hawaii, and U.S. Territories. Different F.O.B. Destination pricing other than offered for CONUS locations may be offered for Alaska, Hawaii, and/or U.S. Territories if it is consistent with commercial practice and can be determined as fair and reasonable by the Contracting Officer. Acceptable price support information shall be provided by the vendor to substantiate different pricing than for CONUS deliveries.

(d.) Vendors may be asked to support OCONUS locations outside of Alaska, Hawaii, and U.S. Territories. For OCONUS locations outside of Alaska, Hawaii, and U.S. Territories; F.O.B. Destination pricing shall be established prior to order issuance to factor any additional shipping charges.

(e.) The Government reserves the right to issue orders on a F.O.B. Origin basis.

(f.) The following delivery schedule shall be the minimum requirement for each order type unless the Government elects to use an alternate delivery schedule that is specified in the delivery order. Delivery shall be made within the identified number of calendar days after date of delivery order (ADO):

MODALITY	DAYS AFTER DATE OF ORDER (ADO)
CT	150 DAYS
MRI	180 DAYS
ULTRASOUND	90 DAYS
NUC MED	150 DAYS
NUC MED (PET-CT, SPECT-CT)	180 DAYS
X-RAY (MOBILE/PORTABLE, C-ARM)	90 DAYS
X-RAY (DR, RF, MAMMO, ETC)	120 DAYS
X-RAY (INTERVENTIONAL)	150 DAYS
THE FOLLOWING APPLY TO ALL MODALITIES:	
INSTALLATION	WITHIN 30 DAYS OF EQUIPMENT DELIVERY ADO
EXTENDED/TURNKEY INSTALLATION	WITHIN 30 DAYS OF EQUIPMENT DELIVERY ADO
TRAINING	DLA ORDERS: WITHIN 365 DAYS OF EQUIPMENT AND INSTALLATION ADO VA ORDERS: IF CLINICAL AND/OR TECHNICAL TRAINING IS INCLUDED THEN WITHIN 365 DAYS OF AFTER WARRANTY EXPIRATION
UPGRADES/ACCESSORIES	90 DAYS

(e.) Delivery dates specified on delivery orders may be adjusted upward by the contracting officer to coincide with the date the receiving location is ready to receive the ordered items. The contracting officer will advise the contractor of the new delivery date at least 45 days prior to the original or adjusted delivery dates.

VI. DELIVERY ORDER PLACEMENT PROCEDURES

This solicitation will result in Multiple Award, Indefinite-Delivery/Indefinite-Quantity Contracts pursuant to FAR 16.505(b)(1). All contractors offering the required supplies will be considered for each order. The vendor completed Modality Matrix (Attachment #6 of the solicitation) will be used to determine which contractors offer the required supplies and should be considered for an order. The evaluation criteria for order selection will be tailored to each requirement. Pricing will always be a factor in order selection. Low price technically acceptable or trade-off factors may be used to make delivery order selections. All responding contractors to a notice will have a fair opportunity to

submit an offer for evaluation, unless an exception in FAR 16.505(b)(2) applies. Any leasing action would also be in accordance with FAR 16.505.

VII. CONTRACT LIMITATIONS

(a.) Maximum Contract Limitation.

A contract maximum shall be established by the Government for each individual contract through analysis of available information that may include analysis of previous sales, commercial sales, or other methods. This single maximum contract limitation shall apply for life of the contract, including the base year and all option years, if exercised. However, no single contract maximum shall exceed the program estimated value of $6.5 billion.

(b.) Guaranteed Minimum.

The Government guarantees that it will order a minimum of $4,000 for the base period and $4,000 for the option period, if exercised under each individual IDIQ contract. The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders.

VIII. CONTRACT BASE AND OPTION PERIODS

All contracts shall have a five-year base period and a single option to extend contracts for an additional five-year term.

IX. GOVERNMENT INSPECTION, ACCEPTANCE, AND PAYMENT TERMS AND CONDITIONS

(a.) Payment Terms: Prompt Payment terms apply in accordance with FAR 52.212-4(i). Commercial interim payments in accordance with FAR 32.2 may be authorized.

(1.) Delivery Orders Requiring Installation:

(i.) Delivery orders for equipment/systems requiring installation will allow a commercial interim payment of 80% of the total price of the equipment/system. The initial 80% interim payment will be authorized after a vendor delivers all the equipment and the receipt of the equipment is confirmed by the Contracting Officer (see specific VA and DLA receiving, acceptance, and payment requirements/procedures discussed below). Upon receipt and approval of the receiving report and the contractor's properly submitted invoice, the 80% interim payment will be processed. The 80% commercial interim payment will be under its own line item.

Any initial 80% interim payments are contract financing payments for prompt payment purposes and are not subject to the interest penalty provisions of the Prompt Payment Act in accordance with Subpart 32.9.

(ii.) The remaining 20% of the total price of the equipment/system will be paid after installation has been completed and final inspection and acceptance has occurred. The 20% portion will be under its own line item separate of the commercial interim payment.

(2.) Delivery Orders without Installation:

Delivery orders issued for equipment/systems not requiring installation shall be issued with 100% of the total price of the equipment/system being paid after final inspection and acceptance has occurred.

(b.) Final Inspection/Acceptance

(1.) Final Acceptance Procedures

Upon completion of installation and after contractor makes available to the using activity any training (e.g. initial applications and operator training) required by the manufacturer to properly use the equipment, the equipment shall be turned over to the facility for clinical use and the contractor shall furnish a written notice of readiness for inspection to the following Government personnel:

For VA Issued Orders:
NAC, VHA HTM/Biomedical Engineering, VHA Logistics, VA Ordering Facility POC.

For DLA Troop Support Issued Orders:
DLA Troop Support Biomedical Engineer, Service Logistics Agency, Customer, and using WAWF system (see DLA Invoicing Instructions)

Clinical use will be presumed to begin on the day after the notice of readiness for inspection is received by the Government. The using activity must notify the Contracting Officer, contractor, Service Logistics Agency (DLA issued DoD orders), DLA Troop Support Biomedical Engineer (All DLA issued orders) and VHA HTM/Biomedical Engineering (ALL NAC issued orders) if clinical use is not initiated at this time.

Submission of the notice of readiness for inspection, and any other notice required by this provision by electronic mail is acceptable, provided that the party giving such notice obtains and preserves electronic evidence of receipt at the email address or addresses of the party or parties who have a right to notice under this clause. The Government shall provide appropriate email addresses on the purchasing documentation.

(2.) Inspection and Testing

The Government shall have the right to inspect and test the equipment within thirty (30) calendar days after receipt of the notice of readiness for inspection (the 30-day period) or thereafter during the warranty period if the Government fails to inspect and test during this “30-day period”. The contractor shall provide the necessary technical and applications personnel to perform the inspection (and any re-inspections). The Government shall provide notice of acceptance of the equipment or of unsatisfactory inspection/test results to the contractor within ten (10) calendar days after the date of inspection. The latter notice shall identify to the contractor any deficiencies found during the inspection and whether the deficiencies were significant or not, and will provide the

contractor fourteen (14) calendar days to correct such deficiencies. Contractors shall correct reported deficiencies at no additional cost to the Government and notify the Contracting Officer when all corrections have been made and the equipment is ready for re-inspection. Re-inspection(s) will be performed by the Government with all costs incurred chargeable to the contractor's account.

(3.) Warranty Effective Date

Any applicable warranty period will commence on the date the notice of readiness for inspection was submitted unless the equipment is inspected during the 30-day period and one or more significant deficiencies are found and the system is taken out of Substantial Clinical Use. For systems failing the initial acceptance inspection and accepted after a Government re-inspection or re-inspections, the warranty period will commence on the date the notice of readiness for the successful re-inspection was submitted. If the Government determines only minor (i.e., non-significant) deficiencies are found during inspection and Substantial Clinical Use continues, the warranty date will commence on the date the notice of readiness for inspection was submitted.

(4.) Substantial Clinical Use

Substantial Clinical Use means the delivered equipment as determined by the Government performs the basic intended clinical function of the system in a safe manner for the purpose for which it was designed, with most or all system functionality, allowing the equipment to be used clinically. Substantial Clinical Use does not include initial patient examinations or procedures during applications training.

If the equipment is put into Substantial Clinical Use by the Government for thirty (30) calendar days after the inspection request, acceptance will occur thereafter as described below. However, if significant deficiencies in the equipment are identified during the 30-day period while it is in Substantial Clinical Use and clinical use ceases, the procedures under "No Substantial Clinical Use" will be followed. Substantial Clinical Use is incompatible with and cannot continue in the event significant deficiencies are identified.

For systems in Substantial Clinical Use for thirty (30) calendar days without significant deficiencies being identified during inspection (if inspection occurs), the contractor will notify the Government that the system has been in Substantial Clinical Use for this time period, and request acceptance and payment. The Government will confirm with the customer whether or not Substantial Clinical Use has occurred for thirty (30) calendar days and, upon positive confirmation, the Government will issue a notice of acceptance and authorize an appropriate payment document (WAWF for DoD; inspection report or receiving report for VA) within ten (10) calendar days after receiving the request. In the event that the Government is notified by the customer that Substantial Clinical Use has not occurred for thirty (30) calendar days, the Government shall so notify the contractor within ten (10) calendar days after receiving the request for acceptance and payment. Within this notice, the Government will provide rationale for why the equipment was not used.

The failure of the Government to notify the contractor of its intent to dispute Substantial Clinical Use within ten (10) calendar days after receiving the request for acceptance and payment shall constitute acceptance on the part of the Government. Acceptance under this paragraph shall not preclude the Government from exercising its rights later under any remedy available to the Government by federal law or regulation. In the event the Government has not conducted an

inspection of the equipment within thirty (30) calendar days of the date of the notice of readiness for inspection, during the period of Substantial Clinical Use, the Government shall have the right to inspect the equipment during the warranty period. Deficiencies discovered during the inspection shall be presented to the contractor for correction as appropriate under the terms of the warranty.

(5.) No Substantial Clinical Use

No Substantial Clinical Use means that delivered equipment does not perform the basic intended clinical function in a safe manner for the purpose for which it was designed and that most or all system functionality is not present, preventing the equipment from being used clinically during the 30-day period. If the equipment does not meet the criteria for Substantial Clinical Use, as defined in Section 4 of this clause, the system will not be accepted without formal testing under Section 2, and final payment will not be issued until after the equipment satisfactorily completes formal testing.

(6.) Final Acceptance/Rejection Procedures

In the event the equipment is not placed in Substantial Clinical Use for thirty (30) days, or is so placed and inspected and significant deficiencies are found, within seventy-five (75) calendar days after receipt of the notice of readiness for inspection, the Government shall:

(i.) accept the equipment; or
(ii.) accept the equipment and request that identified defects be remedied under the contract's warranty provisions; or
(iii.) request the contractor propose an equitable offset in lieu of correcting defects or rejection; or
(iv.) reject and request removal of the equipment.

This section is not intended to affect the parties' rights and responsibilities provided in sections 1 through 5 and section 7 of the Acceptance Procedures clause.

When requested, the contractor shall propose offsets within five (5) calendar days. If agreement is not reached with the Government on such offsets within five (5) calendar days thereafter, additional discussion on offsets may continue at the mutual agreement of the contractor and Government, or, at the request of either party, the Government will cease any clinical use, reject and request removal of the equipment. In cases of an offset, where the equipment is accepted by the Government, the commencement of the warranty period will be established by the Contracting Officer.

If equipment is rejected and the contractor is requested to remove such equipment, the contractor shall completely uninstall all equipment items and remove them within 10 calendar days from the Government premises at the contractor's expense.

(7.) Final Payment

Final payment is due 30 calendar days from the date of Government acceptance. In cases where the Government accepts an offset proposal, final payment (if any is owed) is due within 30 calendar days of the Government's acceptance of the proposal.

(c.) Payment Office and Invoicing Instructions for VA Orders Only:

Contractors shall submit invoices for payment, to include lease payments, electronically to AMMHINNACINVOICES@VA.GOV. Vendors will need to complete and provide to the VA attachment #2 after contract award.

(d.) Payment Office and Invoicing Instructions for DLA Orders Only: Vendors shall use Wide Area Workflow (WAWF) for inspection, acceptance and invoicing. The following procedures will apply for all delivery orders:

(1.) The vendor shall send an official e-mail Notification of Delivery and Readiness for Inspection Testing (***after delivery for orders requiring installation***) or Notification of Installation Completion and Readiness for Inspection Testing (***after installation or for orders without installation***) to e-mail addresses specified in each order and copying the DLA Troop Support Biomedical Engineer. The Government shall have 30 calendar days to complete the Inspection Testing from the date of the e-mail notification. The subject line of this e-mail shall be "Installation Completion – Readiness for Inspection Testing Notification" or "Notification of Delivery" if requesting a initial 80% delivery payment. This e-mail shall include the following as a minimum:

(i.) Complete contract number including delivery order number.
(ii.) Description of the equipment and/or CLINs to be inspected.
(iii.) The Installation Location (Hospital/Facility Name, Room # & Base/City/State).
(iv.) Contractor's notification POC information: Name, title, telephone # and e-mail address.
(v.) Contractor's Inspection POC: Name, title, telephone # and e-mail address.
(vi.) Statement requesting customer to:

1. Confirm delivery
2. Inspect equipment
3. Relay results to DLA within 30 calendar days

Attach any applicable documentation such as Proof of Delivery or customer signoffs to e-mail and WAWF receiving report.

An automated WAWF receiving report submission notification is not sufficient for the above notification requirement

(2.) Concurrently with sending of the official e-mail notification, the contractor shall submit a "Material Inspection and Receiving Report" in the form of an "Other/Other Receiving Report (RR) only" in Wide Area Workflow (WAWF).

Critical WAWF Codes for Other/Other Receiving Report:

Pay Office: SL4701
Issue By = SPE2D1
Admin By = Inspect By = Accept at Other = SPE2D1
Ship to: Provided in each delivery order

Errors in critical WAWF codes will result in delayed inspection of the receiving report and may require correction or resubmission prior to processing.

(3.) The DLA Troop Support engineer shall confirm delivery/inspection with the customer and "Inspect" (digitally sign) the receiving report within 30 calendar days, if no deficiencies are identified.

(4.) The DLA Troop Support Contracting Officer shall "Accept" the receiving report within the same allotted 30 calendar days. The Contracting Officer is the only Government representative who can authorize acceptance in WAWF.

(5.) After the inspection process is completed, the vendor shall create and submit an "Invoice Only" from the receiving report in WAWF. This results in a system generated e-mail stating that the invoice has been processed. Upon receipt of the contractor's invoice, payment will be made in accordance with contract terms. Submitting an invoice prior to the processing of a receiving report may result in delay of payment.

X.**WARRANTY**

(a.) OPERATIONAL TIME

Unit must be operable and available for use 95% of the normal operational time until expiration of the warranty. Operational time is considered 7:00 am - 10:00 p.m; Monday through Friday. Downtime is computed from the time that the Contractor is notified by the Government that equipment is inoperable to the time repair is completed and equipment becomes operable. Scheduled maintenance will be excluded from downtime. Multiple failures to meet this requirement over a three consecutive month period may be grounds for termination for cause under paragraph (m) of clause 52.212-4, "Contract Terms and Conditions -- Commercial Items".

The repair request is considered cancelled if the Government for any reason prevents the contractor from accessing the equipment. This period of time shall not be considered as equipment downtime.

(b.) SERVICE DURING WARRANTY

At a minimum, the Contractor shall provide a one-year warranty from the date of Government acceptance to include all parts, labor, preventive maintenance and adjustments necessary for normal operation of the equipment at a level meeting all requirements of the purchase description/salient characteristics/specifications.

NOTE: This specifically includes replacement of the CT and X-Ray tubes as necessary during the warranty period.

Routine maintenance (i.e. Preventive Maintenance) under warranty shall be scheduled with a designated person from the facility at least two weeks ahead of the time frame the routine maintenance is due. For example – if the routine maintenance is due July 15 then a schedule date should be agreed upon at least two weeks prior to the due date. Other service under warranty shall be provided within 24 hours of notice by the Government requesting maintenance or service under the warranty period. A service request will be issued upon any failure which degrades system performance but does not disrupt continued patient care.

(c.) EMERGENCY AND ROUTINE SERVICE
All service covered by Warranty shall be provided during normal Government work hours (8:00 am - 5:00 p.m., Monday through Friday, excluding federal holidays.).

When the Government notifies the Contractor of an emergency service request, the Contractor shall provide a qualified engineer within 4 hours of the Government's request to perform repairs if the notification is made during normal work hours excluding weekends and federal holidays. Telephone response does not satisfy this requirement. An emergency service request will be issued upon any failure in normal equipment operation which disrupts continued patient care.

Service not covered by Warranty such as those to be provided outside of normal Government work hours (8:00 a.m. - 5:00 p.m. - excluding weekends and federal holidays) shall only be requested by a Contracting Officer at the local site and be performed under a different contract outside of this contract. All services performed outside of normal working hours without an appropriate Government contract/order being issued to cover the work shall be considered unauthorized work and the Government shall not pay for any such unauthorized work.

XI. EQUIPMENT REQUIREMENTS

(a.) AVAILABILITY OF PARTS AND SERVICE

The contractor shall ensure servicing and replacement parts are available, and that it is able to provide the parts for a period of ten (10) years after final acceptance.

(b.) OPERATOR TRAINING

The Contractor shall provide on-site orientation and training of a minimum of two Government personnel in the use, operation and care of the equipment furnished. This training shall include protocol installation (if needed), and actual demonstration and operation of the equipment including any adjustments or other actions which may be undertaken by operating personnel in the event of equipment failure, provided that such adjustment or action will in no way jeopardize the Government's rights under contract warranty provisions. This training will be given by qualified contractor personnel upon completion of installation. The contractor shall contact the facility point of contact (POC) referenced in the delivery order to arrange the time for this training. That POC shall ensure that the personnel to be trained are present at the arranged training time.

(c.) ALL OTHER TRAINING
Additional Training may be offered for Goverment consideration at the time a proposal is submitted or for addition after intial contract award. On delivery orders training shall be listed under its own delivery order line item, unless provided at no additional charge to the Government.

This training should be equivalent to what the contractor (Original Equipment Manufacturer) field service representatives receive and should include all prerequisite classes. All service manuals, schematics, diagrams, diagnostic software, other special tools and hardware keys equivalent to what the contractor field service representatives have available to diagnose, troubleshoot, repair and maintain the equipment.

ONLY FOR VA ISSUED ORDERS: Both clinical and technical training should not expire until 365 days after the equipment warranty expires.

(d.) APPLICATION SOFTWARE AND OPERATING SYSTEM REQUIREMENTS

Application software (e.g. image acquisition, manipulation, reconstruction, analysis, display, etc.), and any Off the Shelf commercial Operating System (OS) necessary for operation and maintenance of the system being purchased, are to be provided by the contractor. The OS must be the latest major release currently available for purchase in the commercial marketplace or no older than one release prior to the latest major release. Older releases may be considered acceptable if authorized in writing by the requesting facility and approved by the Contracting Officer. Application software updates compatible with the offered system's hardware shall be kept current at no additional cost to the Government as long as the equipment is in use.

For the purpose of this clause, updates are defined as all modifications to correct or improve system operation and current functions including known remedies for security vulnerabilities and shall be provided to the Government at no additional cost. Upgrades are defined as providing additional functions and shall be made available for purchase at the Government's election.

Updates that are bundled with upgrades shall be provided at no additional cost. The contractor may restrict added upgrade functions if restriction does not limit existing functions.

Modifications of software by the Government will not be made without prior consent of contractor.

Government shall be able to reinstall vendor application software and operating systems (OS) on new hardware if the original hardware on which such software was installed fails.

Software and commercial OS provided must not be self-canceling, which is interpreted to mean the function of the software will not be stopped due to elapsing time or other condition not identified with the original equipment purchase. The prime contractor is responsible to ensure any third-party provided software is included in this restriction. No "renewable" licenses or agreements will be entered into by either the Contracting Officer or the using facility.

The data rights clause found at FAR 52.227-19, Commercial Computer Software License (Dec 2007), is incorporated by reference into this solicitation and all resulting contracts and orders for equipment containing commercial computer software. However, the Government shall not have the right to unilaterally modify the commercial computer software if it is embedded in medical equipment. More specifically, the Government waives the right to modify such software that is granted in FAR 52.227-19(b)(2)(iv).

Additionally, the Government shall have networking rights for all commercial computer software that it acquires through contracts and orders for equipment awarded under this solicitation. The Government shall be the licensee and all such software acquired shall be for a perpetual duration.

(e.) HARDWARE UPGRADES

(1.) All equipment and related peripherals contracted for shall be state-of-the-art technology. "State-of-the-art" is defined as the most recently designed components which are announced for

marketing purposes, available, maintained and supported in accordance with requirements specified in the solicitation. Components and products with a manufacturer's planned obsolescence within one year of the initial offer expiration date when first submitting a proposal under the program solicitation or one year from the contract addition request date when adding items to an existing contract are not acceptable. For existing contract items, vendors are required to immediately notify the Contracting Officer when it is known that an item will become obsolete, provide the estimated obsolescence date, and disclose the obsolescence date in all offers.

(2.) If hardware upgrades become available after award of a delivery order, but prior to installation of the equipment, the contractor is required to inform the Contracting Officer.

(3.) The contractor's proposal for such upgrades shall include the following information:

(i) Pricing information, to include both the price of the equipment to be added and the equipment to be deleted.

(ii) Specific awarded items which shall be changed if the proposal is awarded.

(iii) Performance data, including both comparison to the specification requirements and to the equipment on contract.

(iv) A detailed description of the differences between the awarded items and those being proposed, and a specific analysis of the comparative advantages/ disadvantages of the items involved.

(v) An evaluation of the effect proposed changes will have on the life cycle of the equipment and an associated cost impact as it relates to site preparation, installation, maintenance, and operational expense.

(vi) An analysis of the timeframe required to institute the change.

(f.) SERVICE BULLETINS

Two (2) copies of each service bulletin affecting safety, effectiveness, functionality, and/ or maintenance of equipment furnished under this contract will be provided to the receiving activity for the entire expected life of the product or a period of ten (10) years from the date of delivery, whichever is longer.

One (1) additional copy of all service bulletins as well as any other special communications, such as, but not limited to, hazard alerts, safety notices, end-of-life notifications, and/or any other manufacturers' letters, issued is to be provided to the following address:

VHA Center for Engineering & Occupational Safety and Health (138F)
ATTN: Biomedical Engineering
1 Jefferson Barracks Rd. Bldg 65
St. Louis, MO 63125

For all recalls, the contractor shall notify the Contracting Officer for the basic contract and all POC's on any issued delivery orders within FDA established timeframes from the date of the recall.(g.) PRODUCT CORRECTION, REMOVAL OR RECALL

If any product awarded under this solicitation requires correction as defined by FDA, is removed or recalled by the contractor or manufacturer due to defects in the product or potential dangers to

patients, or if any required correction, removal or recall is suggested or mandated by a regulatory or official agency, the following steps will immediately be taken by the contractor or manufacturer:

a. Notify the following offices and points of contact:

(1.) Chief, High Tech Medical Equipment (003A4C2), VA National Acquisition Center, P.O. Box 76, Building 37, Hines, IL 60141, in writing, by the most expeditious manner possible.

(2.) Manager, Product Recall Office, National Center for Patient Safety, Veterans Health Administration, 24 Frank Lloyd Wright Drive, Lobby M, Ann Arbor, MI 48106 in writing

(3.) Biomedical Engineer, Center for Engineering & Occupational Safety and Health (CEOSH) (138F), Veterans Health Administration, 1 Jefferson Barracks Rd. Bldg. 65, St. Louis, MO 63125, in writing, by the most expeditious manner possible.

(4.) Each individual VA Facility who purchased the product, in writing, by the most expeditious manner possible.

(5.) Email DLA Contracting Officer and Biomedical Engineer cited in the delivery order.

(6) Email DoD Service Recall POC and all facility POCs referenced in the DLA delivery order

b. The following information must be provided in each individual notification that is forwarded to all above offices and points of contact:

(1.) Complete item description and/or identification, delivery order numbers from customers, and the contract number assigned as a result of an award on this solicitation.

(2.) Reasons for modifications, removal or recall.

(3) Proposed offers for return for credit, replacement or corrective action shall be forwarded to the facility POC and Contracting Officer, for consideration by the Government.

c. The vendor will responsible for all costs associated with a recall.

d.The following additional information must be provided, in writing, to the above points of contact at the National Center for Patient Safety (NCPS) and the Center for Engineering & Occupational Safety and Health (CEOSH) regarding each individual notification that is forwarded to all above offices and points of contact:

(1.) Complete listing of ALL VA Facilities who purchased the product and the total number of affected product(s) at each facility.

(2.) National summary detailing the status of the actions being taken by the contractor or manufacturer regarding the product correction, removal, or recall at the affected VA Facilities.

(3.) Confirmation that all affected products were corrected, removed, or recalled at the affected VA Facilities and all expected actions were completed.

(h.) REPAIR PARTS FOR DEPLOYABLE SYSTEMS

The contractor shall guarantee that the Government will be able to purchase all required repair (spare) parts from the contractor for a minimum of 10 years from the date of final system acceptance. To affect efficient, easy purchase of repair (spare) parts by the Government, it is highly desired that vendor's include all such spare parts in their price book. The availability, or lack thereof, of such repair (spare) parts in a vendor's contract may be used as a factor in the delivery order selection.

(i.) OTHER ASSOCIATED TECHNICAL REQUIREMENTS ONLY FOR VA ISSUED ORDERS:

All vendors will provide service/maintenance/diagnostic software and associated security keys to provide for in-house service of the equipment once appropriate level of training has been completed. Where applicable, the vendor will renew the software license or security key for the duration of the installation at a VA facility. At a minimum, the service software will include system diagnostics down to board or module level, error codes and definitions, and system setup capabilities to include networking, DICOM configuration and peripheral connectivity. The diagnostic/service software will be equivalent to what the manufacturer's service engineers use.

XII. CONTRACT AND DELIVERY ORDER PRICING REQUIREMENTS

(a.) The primary purpose of this solicitation is to provide for complete functional systems. Systems shall be offered as complete and functional units capable of performing the functions specified. Contract price book item (part number) pricing and descriptions for all the components necessary to the final unit shall be provided in each offer. Items which are not separately priced, but included as part of a particular component (i.e cables, brackets, etc.) shall be referenced in the component descriptions.

(b.) Pricing Support for Price Reasonableness Determinations: For initial contract award, option exercise, any upward EPA adjustments and for any contract additions or changes the vendor shall provide other than cost or pricing data to support the reasonableness of the offered items, as requested by the Contracting Officer.

(1.) The contractor will be required to submit invoices and/or other documentation to substantiate commercial catalog prices and discounts for offered items. This data will also be used to substantiate that prices under this contract are equal to or lower than prices that are given to the commercial customers within similar purchasing environments. Similar purchasing environment should be considered customers of equal size to the Federal Government, the combination of all DLA and VA orders, with no guaranteed commitment level.

(2.) Vendors shall complete and provide Attachment #3 as part of this initial proposal and provide updates throughout the life of any resultant contract.

(3.) At a minimum, vendors shall provide one of the following types of price support information in accordance with the following order of precedence for each item. At the discretion of the Contracting Officer a random sample may be used to limit the number of items for which a vendor

has to provide price support information, both for items in initial offers or for product additions after contract award. The vendor will be provided direction on which items require price support information as part of clarifications prior to initial contract award, or when vendors submit product addition requests after contract award. Summary information should be provided in the pricebook tab "OFFER-MOD REQUEST," columns BM through BV (see below for further details on each field) along with actual documents. The following price support information order of precedence shall apply unless directed otherwise by the Contracting Officer. The more recent commercial invoice that is no older than 12 months or a existing group purchasing organization (GPO) pricing for exact items, this shall be provided for all items requested by the Government. If a vendor does not have any invoices from the last 12 months or existing GPO pricing for a given item, then the vendor can provide current or most recent commercial quotes as long as they agree to provide reduced pricing in the event the actual invoice price will be lower than originally provided quote. The Government may request invoices for these items at a later date. In event that the item is completely new and has not yet been quoted, but where a similar item exists on contract, the vendor can provide the similar item along with information outlining differences between the items. The Government reserves the right to require other pricing information or use other price support procedures during the life of the contract to ensure that all prices are fair and reasonable. Failure to provide adequate supporting information for the Contracting Officer to determine pricing as fair and reasonable shall result in rejection of the offer or addition request.

(3.) Along with providing actual invoices or quotes, the pricebook tab "OFFER-MOD REQUEST," columns BM through BV shall be used to provide summary pricing information requested by the Government. The pricebook modification/award format fields are as follows:

Column BM - Invoice Number: Input the invoice number of most recent invoice. Must have been issued within the last 12 months. Actual invoice must also be provided. Also complete Commercial Customer, Comparison List, Comparison Discount, Comparison Net, and Net Price Difference columns.

Column BN - GPO: If a vendor has a GPO(s), provide the name of GPO(s). Also complete Comparison List, Comparison Discount, Comparison Net, and Net Price Difference columns.

Column BO - Quote Number: If there are no invoices or GPO pricing but the item has been quoted to commercial customers, provide quote number to correspond to attached quote (may be audited later on to confirm invoice price was the same as quoted price). Also complete Commercial Customer, Comparison List, Comparison Discount, Comparison Net, and Net Price Difference columns.

Column BP - Commercial Customer: Provide the commercial customer name for invoice or quote.

Column BQ - Similar or Item being Replaced: If this is a change to existing item or there is no GPO, Invoice, or quote a similar item or replacement an existing contract item, provide p/n of existing item. Complete the Reasonableness note field with details describing the differences between proposed and existing item that justifies any price difference.

Column BR - Comparison List: List Price from attached invoice, GPO or quote

Column BS - Comparison Discount: Discount from attached invoice, GPO or quote

Column BT - Comparison Net: Net Price from attached invoice, GPO or quote

Column BU - Net Price Difference: Provide net price difference between offered net price and comparison net price from invoice, GPO, quote or similar/replacement item.

Column BV - Reasonableness Note: Provide explanation, if any, if the comparison prices are lower than offered price. If similar/replacement is being offered, provide explanation for item and item pricing, particularly if there is a difference in pricing.

(c.) Contract Price Book Format Requirements: The Price Book serves as the contract schedule with all part numbers, item descriptions, pricing and other mandatory information. Contract pricing consists of the vendor's list price and contract discount. The Contract Net price is arrived at by subtracting the contract discount from the vendor's list price for applicable requirement. An item may have multiple discounts based on configuration. Proposed contract offering and pricing shall be submitted using the excel spreadsheet format in Attachment #5 that includes all mandatory data elements. No changes in format are allowable, no formulas are to be embedded into the catalog submission, and no additional tabs are allowed. There shall be a single excel spreadsheet Price Book, with the sole exception of the maintenance offering. The maintenance offering may be provided in a separate spreadsheet if a single spreadsheet becomes too large in size. However, the maintenance offering must follow the mandatory Price Book Format regardless if a submitted as a tab in a single Price Book or as a separate Maintenance only Price Book.

The Government reserves the right to change the format of the price book during the life of the vendor's contract, particularly if the Government automates the price book and contract addition/deletion process. The Government shall notify the Contractor at least 90 days before a revision of the price book format.

(d.) Incidental Service Price Support for Price Reasonableness Determinations: For delivery orders that have any incidental services, the price must be determined to be fair and reasonable by the Contracting Officer prior to any order being issued. Upon request, the vendor shall be required to provide price support to the Government to assist in determining the incidental service as being fair and reasonable. This may include, but not be limited to, other than cost or pricing data, commercial invoices for same or similar incidental service, subcontractor competition quotes for exact work, etc. Whenever quoting incidental services the full statement of work must be provided detailing all proposed work, including breakdown of pricing for all elements. Information needed for Extended and turnkey installation are outlined in section XIII below. Along with all data requirements outlined in section XII, the vendor shall provide a schedule of prices for all referenced work, aligning to the CSI 50-division format.

(e.) Government Audits: All vendors with estimated annual sales under the Program of $10 million or greater will be subject to a commercial pricing audit conducted by the VA Office of Inspector General. Audits of Contracts with sales below $10 million may be conducted at the request of the Contracting Officer. Outside of audits at time of award the Government reserves the right to invoke audits during the life of a contract.

(f.) Trade-in Discount/Credit: Vendors may offer a trade-in Discount/Credit for any equipment at the facility. Please also reference section XVII subsection (d) – Sanitization of Sensitive Data for Trade-in Equipment. Upon receipt of a listing of system(s) and subsystem(s), as specified by the

facility, the contractor may supply a site specific offer describing the terms and conditions of the trade-in value or upgradability (discount/credit) afforded to existing hospital equipment and subsystems to be used towards the purchase of the new equipment. If the trade-in is accepted by the Government, the Government equipment items slated for trade-in shall be de-installed by the contractor prior to initiation of installation of new equipment, and removed from the hospital. The hospital will remove the equipment from their property book at that time. The room shall be left broom clean by the contractor after de-installation. Trade-in credit shall be offered on a site specific basis. Vendors shall provide supporting information for the value of the trade-in item(s), demonstrating a fair value is being offered to the Government.

(g.) Leasing of Radiology and Imaging Systems and Equipment: The Government may lease any items meeting the scope of this solicitation. Specific leasing terms and conditions will be negotiated into any leasing delivery order. Negotiated leasing terms and conditions shall not be construed to affect the Government's rights with respect to termination for cause or similar remedial provisions provided under federal law or regulation. All leases will be entered into pursuant to FAR 7.4 for the VA and for DoD orders, DFARS 207.4. The Government shall not be bound by terms of any lease beyond the currently funded one year period, absent a Contracting Officer's written confirmation of funds availability. Please reference section XVII Information Technology Requirements for guidance on the handling of VA sensitive information on leased equipment.

(h.) Vendor Offer Submission Form: The vendor shall use Attachment #4 in order to provide offers for all individual customer requirements.

XIII. **ITEM ADDITION AND DELETION:**

(a.) Item Additions: In addition to the items that are included in the initial award, the Government may add items to the contract that meet the scope outlined in the Statement of Work and which are determined to have a fair and reasonable price. At any time during the performance of this contract, the Contractor may request addition of new items.

(b.) Administration of Additions: Any requested additions must be approved by the Contracting Officer before they may be offered under the contract. In order to be considered, any addition request must include a completed spreadsheet using the contract price book format (see attachment #5) with all required information completed. Additionally, other than cost or pricing data must be provided that supports the offered pricing. The items requested will go through the same evaluation procedures as items under the initial proposal evaluation. Approval of addition requests shall be implemented by issuance of a contract modification along with the updated contract price book incorporating all additions.

(c.) Item Changes: At any time during the performance of this contract, the Contractor may request changes to an item already on the contract price book, necessitated by changes in their commercial offering. In order to be considered, any change request must include a completed spreadsheet using the contract price book format (see attachment #5) with all required information completed. An acceptable explanation of why the change is required shall be submitted to support the request. Only downward price changes are allowable under these procedures and upward adjustment may only be processed in accordance with the EPA Clause. Vendors will be notified of approval of any change requests through issuance of a contract modification and an updated contract price book.

(d.) Item Deletions: At any time during the performance of this contract, the Government may elect to delete any item or items at no cost to the Government. Also, at any point during contract performance the Contractor may submit a request to delete items from the contract based on the items being obsolete, unavailable, out of production or superseded. All deletions from the contract shall be at no cost to the Government. Vendors will be notified of approval of any deletion requests through issuance of a contract modification and an updated contract price book.

XIV. EXTENDED AND TURNKEY INSTALLATION REQUIREMENTS

(a.) Contractor's Responsibility on Installation

The price offered on delivery orders for all systems included on the contract shall include the cost of installation, which consists of assembling, positioning, and mounting all equipment listed on the delivery order and connections of all cables. The hospital is responsible for furnishing all conduit and raceways unless specified otherwise on the delivery order. The equipment contractor is responsible for furnishing and pulling interconnecting wiring and cabling through conduit and raceways, and for making any connections. Interconnecting wiring and cabling which do not run through conduit and raceways shall be furnished and installed by the equipment contractor. It is the responsibility of the equipment contractor to install junction boxes, wall/ceiling mounts and support structures supplied by the equipment contractor. The equipment contractor must provide well qualified field engineers or technicians to install and conduct all necessary tests which shall begin within (10) ten days after receipt of notice to proceed from the Government. Once installation is started, it shall be continuous, eight (8) hours per day coinciding with the regular working hours at the hospital. Compliance with this requirement shall be manifest by the continuous presence of the engineers or technicians on the job site during the daily working period. Installation shall be continuous, without interruption, until all installation and testing work has been completed. The Contractor shall be responsible for the physical movement of equipment from the delivery point at the final destination to the area of installation, and for the subsequent uncrating of this equipment.

(b.) Extended Installation

(1.) The Government may require extended installation work, in addition to that required in above section (a.) Contractor's Responsibility in Connection with Installation, of this solicitation. The costs for extended installation are not included in the price of the equipment, and shall be individually negotiated. Extended Installation costs shall be offered on a site specific basis.

(2.) Extended installation may include: connecting with existing utilities, furnishing and installing support structures for the equipment, shielding and other minor items as may be required to provide for the routine clinical use of the radiology and imaging system(s).

(3.) Upon request of the Government, the contractor shall supply the following a statement of work, room drawings, and price breakdown for the extended installation work to be performed.

(4.) Contractor's Extended Installation Work Statement, shall include, as a minimum, the date a site survey was performed, a scope of work statement identifying work that is to be accomplished and material to be utilized, a single line room drawing, and total cost statement for the work and materials. These cost statements shall be presented consistent with the Construction Specifications Institute (CSI) 50-division format (MASTERFORMAT) of standardized divisions. Site preparation

work necessary to provide for fully functional system, not specifically identified in the Work Statement, but required for operation, is the responsibility of the contractor.

The extended installation effort shall incorporate nationally recognized trade organization codes and reflect the minimum requirements to provide a safe and functional radiology and imaging system(s).

(c.) Turnkey Installation

(1.) The Government may require turnkey installation, as opposed to the installation work required in Section (a.) Contractor's Responsibility in Connection with Installation, and section (b.) Extended Installation, of this solicitation. The costs of turnkey installation are not included in the price of the equipment, and shall be offered and negotiated on an individual delivery order basis.

(2.) The Government will provide all available architectural and engineering drawings of the installation site locations to the contractor. The Government assumes no liability for the accuracy of the existing drawings. Offerors shall verify all dimensions and other aspects of the existing installation site required for operation and installation of the proposed equipment.

(3.) General Requirements

(i.) Scope. Turnkey installation shall consist of complete support to develop drawings/plans and work statements; site preparation work, non-standard/special rigging, transporting, and installing the radiology and imaging system(s) and documentation to achieve fully operational systems.

(ii.) Turnkey Installation shall minimize, to the extent possible, the interference with the operation of the working radiology department or imaging clinic.

(iii.) All material, unless specified otherwise, resulting from any demolition and renovation, shall become property of the Contractor and be removed from Government property daily. Any existing work that is damaged by the Contractor shall be restored at no additional cost to the Government.

(iv.) Materials. Unless otherwise specified, all materials used in the turnkey installation effort shall be new and of first rate quality.

(v.) Utilities

(A) Existing utilities. Contractor shall check the location of existing utilities required to be utilized to meet the requirements of this contract. Contractor shall protect, maintain, remove and/or cap utilities as necessary in accordance with local codes and regulations.

(B) Utility connections. Contractor shall connect to utilities, as necessary, in a manner conforming to the nationally recognized code covering the specific utility and at a time satisfactory to preclude disruption to existing functions or clinical services in the hospital. Contractor shall provide at least seven (7) days' notice to the appropriate persons at the medical facility prior to making any such tie-ins.

(vi.) Power Conditioning. Contractors shall visit the installation site and survey its electrical power to determine its adequacy for operation of the proposed radiology and imaging system(s), and that the system will not be damaged due to electrical power problems, including brown outs, total power interruptions, electrical surges, sags, electrical storms, etc. Image quality (where applicable) and system performance must not be degraded due to electrical power problems. An Uninterrupted Power Source (UPS) is not specified unless required due to site specific characteristics. Vendor shall recommend (or not recommend) inclusion of an UPS depending on the results of their electrical power survey.

(vii.) Turnkey Installation Price Breakdown. Contractor shall provide a description with price breakdown of the turnkey installation effort(s) in the CSI 50-division format (MASTERFORMAT) of standardized divisions. The site preparation work necessary to provide for fully functional system, not specifically identified in the Work Statement, but required for operation, is the responsibility of the contractor.

(viii.) Work Statement(s). The work statement(s) shall include the descriptions, instructions, standards, specification, rules, quality, qualifications, limitations, schedules and requirements for the turnkey installation work to be done. The work statement(s) shall be prepared using the CSI 50-division format (MASTERFORMAT) of standardized divisions.

(4.) Scheduling, Coordination and Notification.

(i.) Delivery. Contractor shall coordinate delivery of the Radiology and Imaging system components with the installation effort. The Government will not store any Contractor items.

(ii.) Project Manager. Contractor shall appoint a full time project manager to act as the focal point for the turnkey installation. The project manager shall be empowered to make on-the-spot decisions and implement actions necessary for the successful completion of turnkey installation. The Project manager must maintain a mobile phone to allow immediate contact should any problems arise.

(iii) Certifications and testing. Contractors are required for obtaining and completing necessary certifications and testing of completed turnkey installation work, by appropriate professionals, in accordance with nationally recognized standards and codes. Examples of such work requiring certifications and testing include rebalancing of HVAC and certification of medical gas lines.

(iv.) Completion of Installation. Turnkey installation shall be determined complete when the system is ready for acceptance inspection. See Section VIII. Inspection, Acceptance and Payment Terms and Conditions for additional information.

(5.) Shielding (x-ray, magnetic, radio frequency, etc.) for Radiology and Imaging System(s)

(i.) Shielding Determination. Contractor shall be responsible for determining and providing a continuous shield of an appropriate type of material sufficient to allow full operation of the Contractor's imaging equipment without affecting or being affected by surrounding equipment, structures, environmental conditions or personnel. Contractor shall furnish and install shield(s) in accordance with applicable industry standards and codes, including

National Council on Radiation Protection (NCRP) guidelines. When radiofrequency (RF) shielding is required, shielding shall include but not be limited to all power line filters, telephone/signal line filters, air vents, wave guide penetrations for compressed air and gas lines, HVAC ducts, lighting fixtures, outlets, imaging room viewing windows, doors/door assemblies, and any other required items.

(ii.) Determination and Certification. Shielding type, thickness and placement in floor(s), wall(s) and/or ceiling(s) shall be determined by the Contractor's American Board of Radiology (ABR) registered physicist.

(iii.) RF Shielding Verification. For RF shielding, Contractor shall furnish the service of an independent testing laboratory, approved by the Contracting Officer, to verify the integrity of the RF shielded enclosure. Contractor shall certify that the testing laboratory is equipped and staffed to perform field tests of RF shielded enclosures, and perform these test as a normal service. Upon completion of the imaging equipment installation and RFsealing of the shielded room the independent testing laboratory shall test the RFshield in accordance with industry standards. All testing shall be performed with shield room door(s) closed and the imaging equipment operating under full range of load conditions. Test reports shall be submitted to the Contracting officer and the on-site Government point of contact. All deficiencies shall be rectified and work affected by such deficiencies shall be completely retested at the Contractor’s expense.

(iv.) Shielding Information Warning Signs. Contractor shall provide the appropriate information warning signs for patients, personnel, and other individuals that can affect or be affected by the energies associated with a particular type of imaging modality and the functional properties of it shield pertaining especially to life safety issues. An example of such sign requirements are the following:

(A) X-Ray Radiation signs on imaging room doors, or if required lighted X-RAYS ON sign above imaging room doors with door interlocks.

(B) Magnetic Field warning signs along the five gauss fringe to provide pacemaker patient/visitors and personnel of possible danger.

Such signs shall be sized and located in accordance with the applicable codes and authorities having jurisdiction at the site.

(6.) Fire Protection Requirements. Contractor shall maintain the existing fire rating of all walls, ceilings and floors within the installation site. All firewall penetrations are to be sealed in accordance with NFPA-LSC 101.

XV.**TRADE AGREEMENT ACT (TAA) COMPLIANCE:**

(a.) All VA issued orders shall comply with FAR 52.225-5 Trade Agreements. All DLA orders shall comply with DFARS 252.225-7021 Trade Agreements.

XVI. ENTRY TO GOVERNMENT FACILITIES (SECURITY AND RAPID GATE)

Many bases or facilities currently require enrollment in RapidGate or other security program and will not allow entry without clearance or other special entry provisions. Vendors may be required to enter specific facilities in order to be able provide an offer, make delivery and/or install items. It is the Vendors responsibility to contact customer locations to determine whether enrollment in RapidGate or another security program is required for access to each location. If RapidGate or other security enrollment is required, the vendor must take all necessary steps to obtain this in time to be able to provide offers for Government requirements. Failure to have RapidGate or any other required clearance may result in a vendor being turned away from the base and being unable to provide an offer, complete delivery, and/or install systems. The vendoris responsible for the additional cost for RapidGate or any other security program enrollment. Currently it is estimate that RapidGate enrollment will cost about $250 per company and $200 per enrolled employee, for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the vendor should contact RapidGate to determine its own costs. Note that enrollment can take several weeks. If difficulty or delay in enrollment in RapidGate or other security program is encountered the vendor MUST contact RapidGate and/or the Security Officer at the applicable customer location to resolve any issues with processing enrollment in any applicable security program so that the vendor will be able to offer, deliver and install as required. For additional information regarding RapidGate, including enrollment instructions, please visit their website at http://www.rapidgate.com. Failure to get proper security access may eliminate a vendor from consideration for specific requirements and shall not be considered an excusable delay for quoting, delivery or installation.

XVII. INFORMATION TECHNOLOGY REQUIREMENTS

(a.) DICOM COMPLIANCE

Only systems which are DICOM 3 compliant shall be considered for award. All systems offered shall include DICOM output. Computed Tomography and MRI systems must include software that supports the use of the DICOM 2003 Enhanced CT and MRI objects and DICOM Radiation Dose Structured Reports for CTs. (See Attachment #1).

(b.) DEPARTMENT OF DEFENSE (DOD) CYBERSECURITY REQUIREMENTS AND/OR SERVICE INFORMATION ASSURANCE (IA) REQUIREMENTS (ONLY DOD ORDERS)

All DoD requirements for equipment that has an operating system or the capability to be connected to a network shall be required to meet DoD Cybersecurity and individual Military Service Information Assurance (IA) requirements. Cybersecurity and Service specific IA requirements mandate that equipment must receive an Authorization to Operate (ATO) prior to being able to be connected to any DoD network. ATO is Service specific, so reciprocity is dependent on which Services are involved and is not guaranteed.. As the requirements may change, the latest specific IA requirements should be obtained from the requiring site, the Service IA POC or from the DLA Contracting Officer prior to quoting. Failure to agree to Cybersecurity or Service IA requirements may result in rejection of the vendors offer. Failing to disclose that a system cannot meet IA requirements, failure to meet certification timeframes or failure to receive ATO may result in termination for cause in accordance with FAR 52.212-4(m).

Currently, All DoD requirements for equipment that has an operating system or the capability to be connected to a network are required to comply with DoD Instruction 8500.01, “Information Assurance (IA),” DoD Instruction 8510.01, “DoD Information Assurance Certification and Accreditation Process (DIACAP)” and the Service Specific cybersecurity requirements specified in a given request for vendor offers. DoD Instruction 8500.1 and DoD Instruction 8510.01 stated above are in transition to DoD Instruction 8500.01, “Cyber Security” and DoD Instruction 8510.01, “Risk Management Framework.” However, as of the issuance of this solicitation DIACAP requirements are still in effect. For the purposes of this solicitation, Information Assurance and Cybersecurity are synonymous.

(c.) VA SPECIAL CONTRACT INFORMATION TECHNOLOGY REQUIREMENTS (ONLY VA ORDERS)

Minimum Statutory Requirements

At a minimum, maintenance/installation (warranty) contracts, in which VA sensitive information and/or systems are accessed by a VA contractor/subcontractor require the following five requirements per 38 U.S.C. §§ 5723 and 5725:

A prohibition on unauthorized disclosure: information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA" See VA Handbook 6500.6, Appendix C, paragraph 3.a.

A requirement for data breach notification: Upon discovery of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access, the contractor/subcontractor shall immediately and simultaneously notify the COR, the designated ISO, and Privacy Officer for the contract. The term 'security incident' means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. See VA Handbook 6500.6, Appendix C, paragraph 6.a.

A requirement to pay liquidated damages in the event of a data breach: "In the event of a data breach or privacy incident involving any SPI the contractor processes or maintains under this contract, the contractor shall be liable to VA for liquidated damages for a specified amount per affected individual to cover the cost of providing credit protection services to those individuals." See VA Handbook 6500.6, Appendix C, paragraph 7.a., 7.d.

A requirement for annual security/privacy awareness training: "Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall complete on an annual basis either: (i) the VA security/privacy awareness training (contains VA's security/privacy requirements) within 1 week of the initiation of the contract, or (ii) security awareness training provided or arranged by the contractor that conforms to VA's security/privacy requirements as delineated in the hard copy of the VA security awareness training provided to the contractor. If the contractor provides their own training that conforms to VA's requirements, they will provide the COR or CO, a yearly report (due annually on the date of the contract

initiation) stating that all applicable employees involved in VA's contract have received their annual security/privacy training that meets VA's requirements and the total number of employees trained. See VA Handbook 6500.6, Appendix C, paragraph 9.

A requirement to sign VA's Rules of Behavior: "Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall sign on an annual basis an acknowledgment that they have read, understand, and agree to abide by VA's Contractor Rules of Behavior which is attached to this contract." See VA Handbook 6500.6, Appendix C, paragraph 9, Appendix D. Note: If a medical device vendor anticipates that the services under the contract will be performed by 10 or more individuals, the Contractor Rules of Behavior may be signed by the vendor's designated representative. The contract must reflect by signing the Rules of Behavior on behalf of the vendor that the designated representative agrees to ensure that all such individuals review and understand the Contractor Rules of Behavior when accessing VA's information and information systems.

SANITIZATION OF SENSITIVE DATA FOR TRADE-IN EQUIPMENT

All medical equipment provided for trade-in containing electronic Protected Health Information (ePHI) will be sanitized by VA according to VA guidelines, prior to release to the vendor. The media sanitization process will be as minimally destructive as possible to preserve functioning of the equipment. Whenever possible, the operating system (OS) and application software will be preserved. If the operating system and/or application software cannot be preserved, VA will elect to use one of the following trade-in options:

Trade-in Option 1 - In instances where sanitization of ePHI compromises the OS and/or application software, or requires the removal of internal storage media, the vendor accepts the equipment "as is" and can elect at their discretion to contract with the original equipment manufacturer (OEM) to restore the system.

Trade-in Option 2 - In instances where sanitization of ePHI compromises the OS and/or application software, the operating system and application software will be reloaded by VA or a vendor contracted by VA on the native system drive post sanitization. Verification of system operation is the responsibility of the vendor.

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth.

The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

IT CONTRACT SECURITY

VA INFORMATION CUSTODIAL LANGUAGE

Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

INFORMATION SYSTEM DESIGN AND DEVELOPMENT

Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes the latest version of Internet Explorer configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

The contractor/subcontractor agrees to:

Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
The Systems of Records (SOR); and
The design, development, or operation work that the contractor/ subcontractor is to perform;
Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

"Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

"Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

"System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual

The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than 3 days.

When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within 20 days.

All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerablity scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M

process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

Vendor must accept the system without the drive;

VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or

VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.

Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.

A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

SECURITY INCIDENT INVESTIGATION

The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/ subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.

To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

LIQUIDATED DAMAGES FOR DATA BREACH

Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

Each risk analysis shall address all relevant information concerning the data breach, including the following:
Nature of the event (loss, theft, unauthorized access);
Description of the event, including:
date of occurrence;
data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
Number of individuals affected or potentially affected;
Names of individuals or groups affected or potentially affected;
Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
Amount of time the data has been out of VA control;

The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

Known misuses of data containing sensitive personal information, if any;

Assessment of the potential harm to the affected individuals;

Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of $37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

Notification;

One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

Data breach analysis;

Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

One year of identity theft insurance with $20,000.00 coverage at $0 deductible; and

Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

TRAINING

All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;

Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

XVIII. HAZARDOUS MATERIAL INDENTIFICATION AND MATERIAL SAFETY DATA SHEET

(a) "Hazardous material," as used in this section, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a), to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number. This information shall also be included on the Material Safety Data Sheet submitted under this contract. The vendor shall also submit their associated labeling and packaging requirements.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet and associated labeling and packaging requirements, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet and their associated labeling and packaging requirements prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (APR 2014)

(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 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 (https://assist.dla.mil/online/start/).
(ii) Quick Search (http://quicksearch.dla.mil/).
(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 (https://assist.dla.mil/wizard/index.cfm);

(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) 697/2197, 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 offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) 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 SAM 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://fedgov.dnb.com/webform. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* 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 SAM 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 SAM 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 SAM database accessed through https://www.acquisition.gov.

(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 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 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

The following paragraph of 52.212-1 is amended as follows:

Paragraph (c), Period for Acceptance of Offers.

Change "30 calendar days" to read "**180 calendar days**"

SPECIAL INSTRUCTIONS FOR THE SUBMISSION OF PROPOSAL INFORMATION:

Offerors SHALL provide copies of all submission material on two CD-ROMs (or DVD's) and two physical copies.

(a.) AGREEMENT TO ALL SOLICITATION TERMS AND CONDITIONS: A proposal will be considered technically acceptable when it has satisfactorily met the requirements of the solicitation and the vendor has not taken exception to any terms or conditions. This includes providing all required information; providing a signed and completed copy of the solicitation, any amendments, certifications and attachments. This includes satisfactorily completing all certifications under FAR 52.212-3. All vendors shall provide a written certification that they shall fully comply with all solicitation requirements and are not taking exception to any terms or conditions.

(b.) PROPOSAL PRICING (PRICE BOOK): Proposed pricing shall be submitted using the attached excel spreadsheet format (Attachment #5 of the solicitation) that includes all mandatory data elements and shall fully comply with Statement of Work. All items must be in scope of the contract as defined in the Statement of Work.

(c.) PRICE SUPPORT DATA AND VETERANS AFFAIRS INSPECTOR GENERAL AUDIT: The vendor will be asked to provide other than cost or pricing data in the form of random sample of invoices to support the reasonableness of the offered items, in the form of commercial invoices, if a VA IG audit is not required. A random sample of invoices will be requested after proposal submission, as part of clarifications.

All vendors with estimated annual sales under the program that exceed $10 million will be subject to a commercial pricing audit conducted by the VA Office of Inspector General, in order to be eligible for award. The Contracting Officer may require Audits for contractors with sales below $10 million. Vendors, including those below the $10 million threshold, shall provide written agreement that they will fully comply with the VA IG audit, if invoked by the Government.

(d.) COMMERCIAL PRICE LIST: Offeror shall submit their current, dated, published commercial price list of all items and maintenance offered in the proposal. This includes price list catalogs or other documentation setting forth the prices charged the general public.

(e.) DISCOUNT & PRICING INFORMATION WORKSHEET: Each offeror shall submit a completed Discount & Pricing Information Worksheet (Attachment #3 of the solicitation), as described in that attachment, providing information that supports the discount(s) offered.

(f.) FDA CERTIFICATION: Proof of FDA 510(k) premarket notification, for all offered products that require this certification, must be provided.

(g.) SUBCONTRACT PLAN (FOR LARGE BUSINESS ONLY): Offerors that are a large business shall submit, for approval, a Small Business Subcontracting Plan or a copy of their current approved plan.

(h.) ESTIMATED SALES: Vendors shall provide their estimate of potential sales, in dollars, under any Radiology and Imaging Systems Program contract and a detailed basis for this projection. This should be broken out by Government Agency and if available, include summary of all historical Government sales over the last three years.

(i.) RESTOCKING POLICY: Vendors shall provide the company's restocking charge policy, to include restocking charge if any. Restocking fees are not acceptable unless the vendor submits a rationale for these charges that substantiates them as fair and reasonable and which can be approved by the Contracting Officer.

(j.) PRODUCT DESCRIPTIONS: Vendors shall provide Specifications, system trees (offeror's logic progression for developing a complete system, if not pre-determined), and/or descriptive literature corresponding to each system proposed. NOTE: it is the offeror's responsibility to continue to provide updated copies of descriptive literature throughout the life of the contract.

Vendors shall provide detailed expanded product descriptions, by catalog, product, or part number, of all items/systems offered for award under this solicitation. This submission shall be provided on a CD-ROM or DVD disk using Microsoft Excel or Word format. If system descriptions in the offeror's price list do not clearly identify component parts included in the unit prices offered, the offeror must also submit a "SPECIAL DESCRIPTIVE PRICE LIST" - maintaining identical sequence of model numbers and identical pricing.

(k.) SUPPLY AVAILABILITY ASSURANCE (ONLY FOR NON-MANUFACTURERS SUCH AS DEALERS AND AUTHORIZED DISTRIBUTORS): If other than the manufacturer, the offeror must submit with its proposal a letter of commitment from the manufacturer which will assure that the offeror will be able to source manufacturers' items and satisfy the Government's requirements for the contract period. The letter must provide assurance that offered pricing will be fixed for the life of the contract and could only be adjusted through the EPA clause. This requirement must be met prior to contract award.

(l.) BUSINESS CODE OF ETHICS: The vendor shall provide written confirmation that they will comply with FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010), including providing the Contracting Officer with a copy of their code of business ethics and conduct within 30 days of contract award and making a copy of the code available to each employee engaged in performance of the contract.

(m.) MAINTENANCE CERTIFICATION (ONLY IF OFFERING MAINTENANCE): Vendors shall provide a completed certification of FAR 52.222-48 - Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Certification (May 2014) in order to be able to offer any maintenance items.

(n.) MODALITY MATRIX: Vendors shall complete the Modality Matrix (Attachment #6 of the solicitation) by indicating which modalities or product categories are being offered to the Government. This list will be used to determine which vendors need to be considered for each

requirement and provided notice for the requirement. Vendors shall notify the Government whenever there are changes in the modality offering.

(o.) PAST PERFORMANCE INFORMATION: If a vendor does not have an existing Radiology and Imaging Systems Contract or did not have one in the past 12 months, the vendor must provide a list of their three largest commercial customers in terms of dollar value over the past 12 months. These should be the most relevant and recent in terms of product offering being the same or most similar to the products outlined in the solicitation. This should include contact information, sales volume, items provided, and terms of relationship for the commercial customers. If there were any past problems with these customers the vendor may provide relevant information regarding the problems.

Vendors, who currently have an existing Radiology and Imaging Systems Program Contract or had one in the past 12 months, do not have to submit past performance information as the Government will utilize internal past performance information. The Government reserves the right to request additional commercial customer information in the event additional information is needed to evaluate an existing or past program contract holder.

FAR 52.212-2 EVALUATION - COMMERCIAL ITEMS (OCT 2014)

(a.) The Government intends to award a contract to all responsible offerors who can be determined acceptable on the overall non-price evaluation, and whose prices are determined to be fair and reasonable. Proposals that are found to be missing required information may be rejected without further evaluation. The Solicitation Requirements Factor and Past Performance Factor are only rated as "Acceptable" or "Unacceptable" to determine "Technical Acceptability."

(b.) The following non-price requirements shall be used to evaluate offers and determine technical acceptability (non-price):

Technical Acceptability (Non-Price) Evaluation Factors:
(1.) Solicitation Requirements Factor
(2.) Past Performance Factor

The technical evaluation assesses the offeror's capability to satisfy all requirements. Each Solicitation Requirement and Past Performance will receive a rating of "acceptable" or "unacceptable". In conducting the evaluation, the Contracting Officer will use information provided by the offeror in its proposal. The burden is on the offeror to provide a complete and thorough proposal. Missing proposal information or component(s) identified above and/or non-adherence to proposal format instructions provided in Addendums to FAR 52.212-1 of the solicitation will be considered incomplete. As a result, the offeror may be eliminated from further consideration of award.

(c.) Evaluation Process– Solicitation Requirements Factor

Solicitations Requirements Factor: Vendors shall be evaluated to determine if they meet the minimum requirements of the solicitation which means to have satisfactorily submitted all applicable information requested in solicitation section FAR 52.212-1, including sections (a.)

through (n.) of the Special Instructions for the Submission of Proposal Information. Lack of adequate documentation in a proposal to support any portion of the Solicitation Requirements may result in an "Unacceptable" evaluated rating; however, if discussions are held, vendors may be permitted to provide revised/additional supporting documentation.

Solicitation Requirements Factor Acceptable/Unacceptable Ratings Descriptions:

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation. The vendor satisfactorily submitted all applicable information requested in solicitation section FAR 52.212-1, including sections (a.) through (n.) of the Special Instructions for the Submission of Proposal Information.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation. The vendor did not satisfactorily submit all applicable information requested in solicitation section FAR 52.212-1, including sections (a.) through (n.) of the Special Instructions for the Submission of Proposal Information.

(d.) Evaluation Process-Past Performance Factor

Past Performance Factor: Vendors' Past Performance will be evaluated in accordance with FAR 15.305. This assessment is based on the offeror's record of relevant and recent past performance information that pertain to the products and/or services outlined in the solicitation requirements. However, the comparative assessment in FAR 15.305(a)(2)(i) does not apply.

In assessing the acceptability of the vendors past performance the Government will determine whether the information is relevant and recent and then how well the vendor performed. Recent information is considered to be any information from the last 12 months. Relevant information will be based on how similar the vendor's product offering and sales volume was to what is required under the program, with exact and similar items as under the program being relevant.

Having an existing Radiology and Imaging contract or having had one in the past 12 months is considered to be relevant and recent past performance information. Such past performance information is available internally and is considered to be sufficient to determine if there is a reasonable expectation that the offeror will successfully perform the required effort without needing submission of any additional past performance information. Vendors who do not have or have had a Radiology and Imaging Systems contract will need to provide past performance information with their offer. The Government will review any vendor provided information and contact any cited commercial customers to evaluate performance acceptability.

Past Performance Relevancy Ratings:

Rating	Definition
Relevant	Present/past performance effort involved same or similar scope and magnitude of effort and complexities this solicitation requires and occurred within the last 12 months. Having an existing Radiology and Imaging contract or having had one in the past 12 months.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires or is older than 12 months.

Past Performance Factor Acceptable/Unacceptable Ratings Descriptions:

Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. (See note below.)
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant and recent past performance for the past 12 months immediately prior to the initial solicitation closing or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

(e.) Overall Non-price Evaluation:

The overall evaluation will result in a rating of acceptable or unacceptable for each offeror. This rating will be based on the individual ratings for the Solicitation Requirements and Past Performance evaluation factors. An offeror must have an acceptable rating for each individual factor in order to receive an overall acceptable rating. An unacceptable rating for either factor will result in an overall unacceptable rating. Only those offers determined to be overall technically acceptable will be considered for award.

Overall Acceptable/Unacceptable Ratings:

Ratings	Descriptions
Acceptable	Offeror received an acceptable rating for both the Solicitation Requirements Factor and Past Performance Factor.
Unacceptable	Offeror received an unacceptable rating for one or more factor

(f.) Fair and Reasonable Price: All offered pricing must be determined to be fair and reasonable in order for an offeror to be considered for award. Other than cost or pricing data will be provided and evaluated to ensure that offered pricing is equal to or better than pricing that the vendor offers to their most favored customers under a similar contracting environment. A VA IG price audit will be conducted for those vendors with estimated sales over $10 million.

(g.) Award Selection: All offerors who are found to be acceptable under the Overall Non-price Evaluation and have fair and reasonable pricing shall receive an award.

(h.) A written notice of award or acceptance of an offer mailed or otherwise furnished to a 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.

ADDENDUM TO FAR 52.212-2

52.217-5 Evaluation of Options (Jul 1990)
Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

52.212-3 Offeror Representations and Certifications--Commercial Items. (MAR 2015)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through http://www.acquisition.gov . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 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.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"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 the 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 SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation 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_____. *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to 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 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.

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

(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.

(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) 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [_] is, [_] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture*:_____.] Each HUBZone small business concern participating in the HUBZone 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 Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – 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—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 -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- 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--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—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) or this provision) as defined in the clause of this solicitation entitled "Buy American—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—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—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

_____

[List as necessary]

(3) *Buy American—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--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[*List as necessary*]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 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—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:

[*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 or 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 statute. 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; and

(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. §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 appear 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. §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. §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). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

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 is 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 Labor Standards. (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.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(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 Labor Standards 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 the SAM 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(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 Certification. 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.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:_____

Immediate owner legal name:_____
(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

[ ] Yes or [ ] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code:_____

Highest level owner legal name:_____

(Do not use a "doing business as" name)

(End of Provision)

ADDENDUM TO FAR 52.212-3

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.dla.mil/j-3/j-336/icps.htm ***OR*** http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm.

THE FOLLOWING ADDITIONAL CLAUSES ARE INCORPORATED BY REFERENCE:

CLAUSE **TITLE/DATE**

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certification (DEC 2012)

THE FOLLOWING ADDITIONAL CLAUSES ARE SET FORTH IN FULL TEXT:

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [_] has [_] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and

Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 2001)

(a) Definition.
"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.
(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end

products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
[ ] (2) The offeror may supply an end product listed in paragraph (b) 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 such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

(End of provision)

52.222-48 – EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT – CERTIFICATION (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror [ ] does [ ] does not certify that—

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

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

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

(b) 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. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Labor Standards statute—

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

52.225-6 TRADE AGREEMENTS CERTIFICATE (MAY 2014)

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

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

Other End Products
Line Item No.
Country of Origin:
[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. 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 statute. 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 those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005) DFARS

(a) Definitions "Designated country end product", "nondesignated country end product", "qualifying country end product", and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.
(b) Evaluation. The Government--
(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
(2) Will consider only offers of end products that are U.S.- made, qualifying country, or designated country end products, unless
(i) There are no offers of such end products;
(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
(iii) A national interest waiver has been granted.
(c) Certification and identification of country of origin.
(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.
(2) The following supplies are other non-designated country end products:
Line Item Number Country of Origin

_____ _____

_____ _____

(End of provision)