

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 583-15-1-169-0002		PAGE 1 OF 12	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA251-14-Q-0521	
6. SOLICITATION ISSUE DATE 07-29-2014		7. FOR SOLICITATION INFORMATION CALL: a. NAME JOYCE MILLER		b. TELEPHONE NO. (No Collect Calls) 317-988-1523		8. OFFER DUE DATE/LOCAL TIME 08-29-2014 1600	
9. ISSUED BY Department of Veterans Affairs Network 11 Contracting Office 8888 Keystone Crossing Suite 1100 Indianapolis IN 46240				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811219 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$20.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO Department of Veteran Affairs VA Medical Center (90 CSC) 1481 West Tenth Street Indianapolis IN 46202			
16. ADMINISTERED BY Department of Veterans Affairs Network 11 Contracting Office 8888 Keystone Crossing Suite 1100 Indianapolis IN 46240				17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____			
18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Management System P O Box 149971 Austin TX 78714-9971 PHONE: 512-242-7300 FAX: N/A				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page			
21. QUANTITY				22. UNIT			
23. UNIT PRICE				24. AMOUNT			
SEE SCHEDULE				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) OLALEKAN ISMAIL CONTRACTING OFFICER		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00583

Department of Veterans Affairs

Network 11 Contracting Office

8888 Keystone Crossing

Suite 1100

Indianapolis IN 46240

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

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ MONTHLY

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs

Financial Management System

P O Box 149971

Austin TX 78714-9971

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

AMENDMENT NO	DATE
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## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### I. SCOPE OF WORK:

The Contractor shall provide a comprehensive service plan which will include equipment service, software support, and software licenses on the following MedSelect devices at the Richard L. Roudebush VA Medical Center, 1481 W 10<sup>th</sup> St. Indianapolis, IN 46202: EE#46681, EE#78624, EE#78625, EE#78630, EE#78631, EE#59023, EE#59025, EE#59033, EE#59035, EE#41605, EE#41606, EE#41607, EE#41608, EE#41609, EE#41610, EE#41611, EE#41612, EE#41613, EE#41614, EE#41615, EE#41616, EE#41617, EE#41618, EE#41619, EE#41620, EE#54637, EE#4647.

### II. CONFORMANCE STANDARDS:

All services provided under this contract must be performed in conformance with the Original Equipment Manufacturer and Occupational Safety and Health Administration (OSHA) standards and specifications.

### III. HOURS OF WORK:

A. Hours of Work for service maintenance are defined as Sunday through Saturday, 24 hours a day through both on-site support and telephone support.

### IV. PREVENTIVE MAINTENANCE

A. The Contractor shall perform service maintenance during the contract years as arranged with the Contracting Officer Representative on the following Automated MedSelects: EE#46681, EE#78624, EE#78625, EE#78630, EE#78631, EE#59023, EE#59025, EE#59033, EE#59035, EE#41605, EE#41606, EE#41607, EE#41608, EE#41609, EE#41610, EE#41611, EE#41612, EE#41613, EE#41614, EE#41615, EE#41616, EE#41617, EE#41618, EE#41619, EE#41620, EE#54637, EE#4647. The Contract shall be a full service maintenance contract that provides support 24 hours a day 7 days a week. All parts and labor shall be included with the contract along with full software support and all software license fees shall be included for the listed MedSelect units. The Contractor shall ensure all service repairs are completed by factory-certified service representatives

### V. PARTS:

The Contractor shall furnish all parts as necessary to maintain and/or repair the equipment, covered by this service contract, in accordance with the Conformance Standards Section (Section II). The Contractor stipulates that he/she has ready access to new standard parts (manufactured, supplied by the manufacturer, or equal thereto). All parts supplied shall be of current manufacture guidelines and have full compatibility

with the existing equipment. Documentation of intended parts source(s) shall be provided to the Contracting Officer upon request.

#### **VI. PERFORMANCE MONITORING, DOCUMENTATION, & REPORTS:**

The Contractor shall submit a legible field service report immediately following the service visit, which shall include detailed descriptions of the preventive maintenance inspection or emergency repair services performed. The field service report shall include replaced parts and estimated prices required for the service call. Any additional charges not included within this service contract shall have the prior approval of the Contracting Officer Representative before those costs are incurred. Any costs incurred without obtaining prior approval may be determined by the VA to be unauthorized work and the contractor may bear the burden of such costs.

#### **VII. COMPETENCY OF PERSONNEL SERVICING EQUIPMENT:**

All repair and maintenance services shall be performed by a Field Representative who is fully trained on the Automated MedSelect equipment under this service contract. The contractor shall provide written assurance of the competency of their personnel by detailing a list of Field Service Representatives along with applicable training and years of service experience on the specific devices covered in this service contract. This information shall be included in the quoted proposal for providing service.

#### **VIII. SAFETY REQUIREMENTS:**

In the performance of this contract, the Contractor shall take such safety precautions as the Contracting Officer may determine to be reasonably necessary to protect the lives and health of occupants of the building. The Contracting Officer shall notify the Contractor of any safety issues and the action necessary to correct these issues. Such notice, when served on the Contractor or his representative at the work site shall be deemed sufficient for the corrective actions to be taken.

## **B.2 Price/Cost Schedule**

### **Item Information**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Contractor to provide full service maintenance contract with 24/7 support on all parts and labor, full software support, and all software license fees	12.00	MO		

included for the period  
 October 1, 2014 -  
 September 30, 2015 on the  
 listed MedSelect  
 equipment: EE#46681,  
 EE#78624, EE#78625,  
 EE#78630, EE#78631,  
 EE#59023, EE#59025,  
 EE#59033, EE#59035,  
 EE#41605, EE#41606,  
 EE#41607, EE#41608,  
 EE#41609, EE#41610,  
 EE#41611, EE#41612,  
 EE#41613, EE#41614,  
 EE#41615, EE#41616,  
 EE#41617, EE#41618,  
 EE#41619, EE#41620,  
 EE#54637, EE#4647.

**GRAND TOTAL** \_\_\_\_\_

### B.3 Delivery Schedule

ITEM NUMBER	QUANTITY	DELIVERY DATE
<b>1</b> SHIP TO: RICHARD L. ROUDEBUSH VAMC 1481 W. TENTH ST INDIANAPOLIS ,IN 46202 2803 MARK JORDAN KEEBAUGH FOR: jordan.keebaugh@va.gov 317-988-3651	12.00	

## SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2014

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
	(End of Addendum to 52.212-4)	

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS	JUN 2014

## SECTION E - SOLICITATION PROVISIONS

### E.1 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 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

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

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

(i) ASSIST (<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) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the 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://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *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 the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)	MAR 2012
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

(End of Addendum to 52.212-1)

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical, Past Performance and Price

Technical and past performance, when combined, are 65%.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	MAY 2014