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**A. SUPPLEMENTAL INFORMATION**

1. The purpose of this procurement is to provide Cryostats for the Southeast Louisiana Veterans Health (SLVHCS) 2400 Canal Street, New Orleans, LA 70119.
2. All work shall be completed in accordance with the Statement of Work entitled Vascular Doppler dated 03/08/2016.
3. NAICS code is 334516.
4. Contract Type and Period of Performance:
  - 4.1 Upon award, contract will be a Firm Fixed Price contract. The contract will consist of Contract Line Items (CLINs) for equipment and delivery. There are no option periods.
  - 4.2 The anticipated delivery is December 7, 2016.
5. Compensation for Services Rendered:
  - 5.2 Proposals shall include a total Firm Fixed Price for CLINs 0001-0016 for Cryostats per Schedule B below.
6. Place of Performance:
  - 6.1 Southeast Louisiana Healthcare System, CEP, 2400 Canal Street, New Orleans, LA 70119.
7. Inspection and Acceptance:
  - 7.1 The COR will inspect all items. Final acceptance will be performed by the COR by verification of the supplies delivered and certification of contractor's invoices.
8. Invoicing Procedures:
  - 8.1 Please refer to VAAR Clause 852.232-72, Electronic Submission of Payment Requests for invoicing procedures.
9. System for Award Management (Sam) Registration/Contractor Responsibility
  - 9.1 All Contractors are required to be actively registered in SAM. (Website: [www.sam.gov](http://www.sam.gov)). Registration in SAM is a requirement to do business with the Federal Government. Offerors shall have an active registration in SAM at the time their proposals are submitted for consideration and an active registration in SAM shall be maintained throughout the performance of the contract.

10. Modifications:

- 10.1 Contracting Officers of the office issuing the contract, only, may issue Modifications to the contract.
- 10.2 Distribution will be made via email. No hard copies will be distributed.

11. Contractor Performance Assessment Reporting System ([CPARS](#)):

- 11.1 Upon completion of contract performance and annually if performance is longer than 365 days, the Contracting officer will evaluate contractor performance for use in future contract award decisions. The Contractor shall be provided an opportunity to comment on the contracting officer's evaluation. If you wish to familiarize yourself with this system, you can find it at [www.cpars.gov](http://www.cpars.gov).

12. Online Representations and Certifications (ORCA):

- 12.1 Please note the requirements of FAR provision 52.212-3. Prospective Contractors shall complete electronic annual representations and certifications at [www.sam.gov](http://www.sam.gov) in conjunction with required registration in the SAM database. Representations & Certifications must be completed and/or updated by the date and time offers are due.

13. Working hours are between 07:30 am – 04:30 pm, Monday through Friday. All federal holidays excluded. Any work outside of normal working hours must be pre-approved by the CO and COR. Federal holidays are available at the [Federal Holiday OPM Site](#).

14. Delivery Prices

- 14.1 All prices are to be proposed shall be F.O.B. Destination. Please refer to Statement of Work specific delivery information. Total delivery charges, shipping, and/or freight charges shall be provided to the government when quotes are submitted.

15. Proposal Total Firm Fixed Price:

- 15.1 Proposals shall include a Total Firm Fixed Price for CLINs 0001-0016 for Cryostats. A breakdown of the FFP may be requested to determine price reasonableness.

16. Solicitation Questions

- 16.1 The specific requirements for this solicitation are outlined in the Statement of Work. General questions concerning this solicitation shall be submitted via e-mail only to Rachel Babin at [Rachel.Babin@va.gov](mailto:Rachel.Babin@va.gov). All questions shall be submitted no later than 2 business days prior to the close date of the solicitation.

## 17. Amendments to Solicitation

- 17.1 Amendments to this solicitation shall be posted on the FedBizOpps only (Website ([www.fbo.gov](http://www.fbo.gov))).

## 18. Offer Acceptance Period

- 18.1 The minimum offer acceptance period is 65 calendar days. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer. The government shall acknowledge receipt of all offers submitted however the acknowledgement of a receipt of an offer shall not constitute an obligation by the government.

## 19. Submitting Offers

- 19.1 Offers must arrive at the designated location by the exact time and date as specified in this solicitation. Offers shall only be received by this office via e-mail, or by hand delivery (USPS/UPS/FedEx or courier). Transmission of offers by fax to this office is NOT ACCEPTABLE and will result in offers being rejected.
- 19.2 Proposals (whether e-mailed, hand-delivered or mailed) must be received no later than the closing date and time of the solicitation. Any contractor submissions or requests for information about this RFQ after the closing date and time are late, and shall not be considered.
- 19.3 Please carefully review the entire Request for Quote (RFQ) package including the Statement of Work, and the instructions included herein and respond with a written quote. Offerors must demonstrate their capability to satisfy the entire breadth and scope of the Statement of Work.
- 19.4 The Hand-Delivered or Mailed Packaging shall be marked and addressed to:

Proposals for Solicitation Number:VA256-16-Q-0735  
Project Legacy, Network Contracting Office 16  
Attention: Rachel Babin, Contract Specialist  
1555 Poydras St., Suite 1895  
New Orleans, LA 70112

20. Proposal Expenses and Pre-Contract Costs: This solicitation does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract.

21. Selection and Award without Discussions: It is the intent of the Government to make a contract award based upon the proposals submitted without further discussions or additional information. Therefore, proposals should be submitted based on the most favorable terms from a price and technical standpoint. There will not be an opportunity to clarify, discuss or revise proposals once submitted.
22. ACCEPTABLE OFFERS: One single contract will be made as a result of this solicitation. For an offer to be considered for a potential contractual award the contractor must provide all CLIN items listed in this solicitation. Contract award shall be made on an ALL OR NONE BASIS by the contracting officer. Partial offers that do not address, provide, and/or quote all CLIN items shall be deemed not technically acceptable and shall be rejected.
24. PREVIOUS SOLICITATIONS: Previous solicitations that were used for this requirement are no longer valid and will not result in a contractual award. Offerors who can support this requirement are encouraged to submit a new proposal in accordance with the terms and conditions of this Combined Synopsis Solicitation Notice. (Previous proposals, offers, or quotes submitted will not be considered).
25. Release of Information: After receipt of proposals and until contract award, selection information will not be furnished to any firm.

**This solicitation is 100% set aside for small businesses.**

## SECTION B – PRICE/COST DELIVERY AND STATEMENT OF WORK

### B.1 PRICE/COST SCHEDULE

#### ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Microtome/Cryostat instrument	3.00	EA		
0002	Additional set of small specimen holders	3.00	EA		
0003	Additional set of Medium specimen holders	3.00	EA		
0004	Additional set of Large specimen holders	3.00	EA		
0005	Additional standard heat extractor	3.00	EA		
0006	Additional large heat extractor	3.00	EA		
0007	Additional vacuum system filter	3.00	EA		
0008	Additional Vacuum hose	3.00	EA		
0009	Additional waste bottle	3.00	EA		
0010	On-site training for Anatomical Pathology staff	3.00	EA		
0011	On-site training for designed BioMedical Engineering staff	3.00	EA		
0012	Offsite training of 1 BioMedical Engineering Staff member	1.00	EA		

<b>0013</b>	Set of Operator and Technical Manuals for each instrument	3.00	EA		
<b>0014</b>	Installation and validation of Microtome/cryostat	3.00	EA		
<b>0015</b>	One year warranty to include all parts and labor for a period 1/17/2017 to 1/16/2018	3.00	EA		
<b>0016</b>	Service contract (include parts, travel and labor, Plus PM dates 1/17/18 through 1/16/19 Contract Period: Option 1 POP Begin: 01-17-2018 POP End: 01-16-2019	3.00	EA		
				<b>GRAND TOTAL</b>	

## B.2 DELIVERY SCHEDULE

ITEM NUMBER		QUANTITY	DELIVERY DATE
<b>0001</b>	SHIP TO: Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119  MARK FOR: Carmen Griffin 504-314-5492 carmen.griffin2@va.gov	3.00	12/7/16
<b>0002</b>	SHIP TO: Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119  MARK FOR: Carmen Griffin 504-314-5492	3.00	12/7/16

carmen.griffin2@va.gov			
<b>0003</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	3.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492 carmen.griffin2@va.gov	
<b>0004</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	3.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492 carmen.griffin2@va.gov	
<b>0005</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	3.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492 carmen.griffin2@va.gov	
<b>0006</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	3.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492 carmen.griffin2@va.gov	
<b>0007</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	3.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492	



carmen.griffin2@va.gov			
<b>0008</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	3.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492 carmen.griffin2@va.gov	
<b>0009</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	3.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492 carmen.griffin2@va.gov	
<b>0010</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	3.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492 carmen.griffin2@va.gov	
<b>0011</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	3.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492 carmen.griffin2@va.gov	
<b>0012</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	1.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492	

carmen.griffin2@va.gov			
<b>0013</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	3.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492 carmen.griffin2@va.gov	
<b>0014</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	3.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492 carmen.griffin2@va.gov	
<b>0015</b>	SHIP TO:	Southeast Louisiana Veterans Health Care System Path & Lab Medicine Service, Rm 4F104 2400 Canal Street New Orleans, LA 70119	3.00 12/7/16
	MARK FOR:	Carmen Griffin 504-314-5492 carmen.griffin2@va.gov	
<b>0016</b>		Service contract (include parts. travel and labor, Plus PM dates 1/17/18 through 1/16/19 Contract Period: Option 1 POP Begin: 01-17-2018 POP End: 01-16-2019	1.00

**Statement of Work**  
**Pathology and Laboratory Medicine Service Cryostats**  
**Southeast Louisiana Veterans Health Care System**  
**New Orleans, LA**  
**03/8/2016**

1. PURPOSE

1.1 The purpose is to provide the Anatomic Pathology section of the Pathology and Laboratory Medicine Service (P&LMS) in Legacy with cryostat instruments to use in the preparation of frozen section biopsy samples obtained from Veteran patients. This preparation is necessary to produce diagnostic slides for review by P&LMS Pathologists.

2. SCOPE

2.1 The Contractor shall provide, transport, install, and test all listed equipment. All products must meet all salient characteristics defined in this section.

2.2 All equipment and installation must meet manufacturers and VA specifications.

2.3 The Contractor shall furnish all supplies, equipment, facilities and services required for delivery and installation of the supplies and equipment.

2.4 The Contractor is responsible for any missing parts and components not included in order to carry out the installation.

2.5 Training of staff in the operation and maintenance of the equipment shall be provided by the Contractor.

2.6 SALIENT CHARACTERISTICS

2.6.1 Microtome/Cryostat

QTY-3

Suggested Manufacturer Brand Name: Sakura Finetek Tissue Tek Cryo3 Plus D (5851)  
OR EQUIVALENT

**Specifications/Salient Characteristics:**

Must be a floor standing model not to exceed the following dimensions: H-48 in. x W-36 in. x D-36 in.

Refurbished or previously owned units are not acceptable

Must not exceed 450 lbs weight

Must be on wheels to allow transport to alternate locations

Must operate on a 115 +/- 10% VAC 60 Hz

Must include a power cord for the unit

Must have a rotary microtome with an ergonomically acceptable torque of less than 6 in/lb

Must have a rapid freezing section that accommodates at least 4 specimen block holders to allow rapid freezing with temperature down to at least -50 degrees C within 5 minutes

Must have a movable platform or lever that allows the heat extractor to be mechanically held in place while the sample freezes

Must accommodate at least 12 specimen block holders at one time

Must have a heated glass window to prevent buildup of condensation

Must allow specimen orientation of at least +/-10° (z axis), 360° (y axis)

Must allow alignment of sample in the microtome chuck for proper positioning

Must have an anti-roll guide or rake and an anti-roll plate

Must have a blade holder on the microtome to accommodate high and low blades

- Must have an ergonomic design for using the brush technique if the anti roll guide or rake is not used.
- Must have at least a 2 speed motorized coarse advance
- Cryochamber must allow for temperature selection from 0 to -35 degrees C
- Must have an automatic and manual disinfection process that accomplishes complete disinfection of all surfaces of the cryochamber
- Must allow for locking of the cryochamber during disinfection
- Must have selectable trim range of at least from 1 to 99 microms
- Must have a selection thickness of at least from 1-100 microms
- Must include all accessories necessary for basic operation to process a sample for frozen section
- Must have complete specimen holders that can be attached to Microtome chuck (at least 6 each of various sizes)
- Must have a standard heat extractor
- Must have a vacuum system to remove sectioning debris through a Hepa filtering system
- Must have a waste bottle that is easily accessed for maintenance
- Must have the ability to turn off audible alarms with a display only of warning messages
- Must have at least a 1 year warranty

#### 2.6.1.1 Additional sets of Specimen holders per unit

##### 2.6.1.1.1 Small holders

QTY-3

##### 2.6.1.1.2 Medium holders

QTY-3

##### 2.6.1.1.3 Large holders

QTY-3

#### 2.6.1.2 Additional heat extractors

##### 2.6.1.2.1 Standard heat extractor

QTY-3

##### 2.6.1.2.2 Large heat extractor

QTY-3

#### 2.6.1.3 Additional Vacuum system parts

##### 2.6.1.3.1 Vacuum system filter

QTY-3

##### 2.6.1.3.2 Vacuum system hose assembly

QTY-3

#### 2.6.1.4 Additional Waste Bottle

QTY-3

#### 2.6.2 Training

2.6.2.1 On-site training of designated histology staff (at least 5) on completion of installation at no cost to the government .

2.6.2.2 On-site training of BioMedical Engineering staff on routine maintenance and repair of the instrument.

- 2.6.2.4 Off-site training for one member of the BioMed Service staff, if available
- 2.6.3 1 set each of the Operator's manual and of the Technical (Service) manual for the cryostat unit at the time of installation for each instrument purchased.
- 2.6.6 Installation and validation of operation of each Cryostat unit
- 2.6.7 One year warranty to include all parts and labor for each unit. Period to begin 1/17/2017 through 1/16/2018.
- 2.6.8 An annual service contract to include all parts and labor plus the Preventative Maintenance period to begin 1/17/2018 through 1/16/2018.

## 2.7 DELIVERY AND INSTALLATION

### 2.7.1 DELIVERY

- 2.7.1.1 Contractor shall deliver all equipment to the Southeast Louisiana Veterans Health Care System (SLVHCS) Pathology and Laboratory Medicine Service Anatomic Pathology section, Rm 4F104 at 2400 Canal St, New Orleans, LA 70119 on **December 7, 2016**.
- 2.7.1.2 Deliver materials to the site in manufacturer's original sealed containers with brand name marked thereon.
- 2.7.1.3 Package items to prevent damage or deterioration during shipment, handling, storage and installation. Maintain protective covering in place and in good repair until removal is necessary.
- 2.7.1.4 Deliver specified items only when the site is ready for installation work to proceed.
- 2.7.1.5 Store products in dry condition inside enclosed facilities.
- 2.7.1.6 Any government requested delayed delivery up to 90 days after initial award delivery date, shall be at no additional cost to the Government.
- 2.7.1.7 A pre-delivery meeting will be conducted 60 days prior to initial award delivery date for verification of delivery and installation dates.
- 2.7.1.8 Delivery and Installation will be coordinated through the COR.

### 2.7.2 INSTALLATION

- 2.7.2.1 All equipment shall be installed by the contractor or contractor's representative unless otherwise noted above.
- 2.7.2.2 Install all equipment to manufacturer's specifications maintaining Federal, and Local safety standards
- 2.7.2.3 Installation -must be completed no later than January 24, 2017. The exact date will be coordinated with the COR. All work shall be completed between 8:00 a.m. and 4:30 p.m. Monday – Friday; all federal holidays excluded. Federal holidays are available at the [Federal Holiday OPM Site](#).
- 2.7.2.4 If there is an operational conflict with installation, night or weekend installation may be required. Government will provide a 72 hours' notice of change of installation hours.
- 2.7.2.5 The contractor shall coordinate all deliveries, staging areas, installations, and parking arrangements with the COR.
- 2.7.2.6 The Contractor shall remove all related shipping debris and cleanup any construction associated with delivery and installation of the specified items. Contractor shall remove all packaging from the SLVHCS premises. The Contractor shall be responsible for any damage to the building that occurs due to Contractor error or neglect.

## 2.8 SITE CONDITIONS

2.8.1 There shall be no smoking, eating, or drinking inside the hospital at any time.

3. INSPECTION AND ACCEPTANCE:

3.1 The Contractor shall conduct a joint inspection with the COR upon delivery of equipment.

3.2 Contractor shall provide dates of completion of punch list items and replacement parts and/or short ship items from the manufacturer(s).

3.3 The COR shall ensure all work is completed satisfactorily prior to acceptance. Disputes shall be resolved by the Contracting Officer.

4. DELIVERABLES

4.1 Operation and Technical Manuals

4.1.1 The vendor shall supply 2 hard copies each of the operator and technical (service) manual for the cryostat.

4.1.2 The vendor shall supply any technical data derived during installation to the Anatomic Pathology supervisor on completion of installation.

5. OPERATOR TRAINING:

5.1 Contractor shall provide On-site training of the Cryostat unit at no cost to the VA of at least 5 Histology staff members and designated BioMedical Engineering staff. Scheduling of on-site operator and BME staff training shall be coordinated with the SLVHCS COR after installation is complete.

5.2 Contractor shall schedule Off-site training of BME staff after consultation with the COR.

6. PROTECTION OF PROPERTY

6.1 Contractor shall protect all items from damage. The Contractor shall take precaution against damage to the building(s), grounds and furnishings. The Contractor shall repair or replace any items related to building(s) or grounds damaged accidentally or on purpose due to actions by the Contractor.

6.2 The Contractor shall perform an inspection of the building(s) and grounds with the COR prior to commencing work. To insure that the Contractor shall be able to repair or replace any items, components, building(s) or grounds damaged due to negligence and/or actions taken by the Contractor. The source of all repairs beyond simple surface cleaning is the facility construction contractor (or appropriate subcontractor), so that building warranty is maintained. Concurrence from the VA Facilities Management POC and COR is required before the Contractor may perform any significant repair work. In all cases, repairs shall utilize materials of the same quality, size, texture, grade, and color to match adjacent existing work.

6.3 The Contractor shall be responsible for security of the areas in which the work is being performed prior to completion.

6.4 Contractor shall provide floor protection while working in all VA facilities. All material handling equipment shall have rubber wheels.

7. SECURITY REQUIREMENTS

7.1 A&A requirements do not apply--Security Accreditation Package is not required".

7.1.1. 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.

8. WARRANTY

8.1 The contractor shall provide a one year manufacturer's warranty on all parts and labor.

8.2 The warranty shall include all travel and shipping costs associated with any warranty repair.

## C. CLAUSES

### C.1 Clauses Incorporated by Reference:

52.212-4 -- Contract Terms and Conditions -- Commercial Items (May 2015)

### C.2 Clauses Incorporated by Full Text:

#### ADDENDUM TO FAR 52.212-4

#### CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

The following shall apply to this contract in addition to those terms and conditions in FAR 52.212-4. The specific paragraphs of FAR 52.212-4 are addended as shown below:

Paragraph added to incorporate the following: The following clauses are added: Clauses Incorporated by Reference:

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	May-11
52.204-13 System for Award Management Maintenance.	Jul-13
52.204-18 Commercial and Government Entity Code Maintenance.	Jul-15
52.204-19 Incorporation by Reference of Representations and Certifications.	Dec-14
52.209-10 Prohibition on Contracting with Inverted Domestic Corporations.	Dec-14
52.232-40 Providing Accelerated Payments to Small Business Subcontractors	Dec-13
852.211-73 Brand Name or Equal	Jan-08

Clauses Incorporated by Full Text:

52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)

#### PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

(FEB 2015)

(a) ) ) ) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency

authorized to receive such information.

(b) ) ) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

#### 52.252-2 Clauses Incorporated by Reference

##### CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR:

<https://www.acquisition.gov/br>

[owsefar](#) VAAR:

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

#### 852.203-70 The Commercial advertising.

##### COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)



852.232-72 The Electronic submission of payment requests.

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) Definitions. As used in this clause-

(1) Contract financing payment has the meaning given in FAR 32.001.

(2) Designated agency office has the meaning given in 5 CFR 1315.2(m).

(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) Invoice payment has the meaning given in FAR 32.001.

(5) Payment request means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) Electronic payment requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) Data transmission. A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) Invoice requirements. Invoices shall comply with FAR 32.905.

(e) Exceptions. If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

VA256-16-Q-0735 – DO NOT OPEN  
Department of Veterans Affairs  
NCO 16 – Attn: Rachel Babin  
1555 Poydras Street, Suite 1895  
New Orleans, LA 70112

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of clause)

852.246-70 The Guarantee.

#### GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period provided by accepted warranties, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or

f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

852.246-71 The Inspection.

#### INSPECTION (JAN 2008)

Rejected goods will be held subject to contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(End of Clause)

#### (End of Clause Addendum)

#### **52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS**

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS  
(MAY 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 and 108-78 ([19 U.S.C. 3805 note](#))).

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

☒ (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](#)).

☐ (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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (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).

☒ (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](#)).

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

☐ (10) [Reserved].

☐ (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 2014) (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 Set-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](#).
- ☒ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ☐ (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](#).
- ☐ (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\(a\)\(14\)](#)).
- ☐ (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. 657 f](#)).
- ☒ (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\(m\)](#)).
- ☒ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ☒ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- ☒ (29) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014)([38 U.S.C. 4212](#)).
- ☒ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- ☒ (31) [52.222-37](#), Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
  
- ☒ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
  
- ☒ (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 Televisions (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).

\_x\_ (44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 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](#)).

\_\_\_ (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\(f\)](#)).

\_\_\_ (50) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_x\_ (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) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

\_\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_ (4) [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](#)).

\_\_ (5) [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](#)).

\_\_ (6) [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](#)).

\_\_ (7) [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](#)).

\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

\_\_ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after

any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) 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 (l) of FAR clause [52.222-17](#).

(iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015) (v)

[52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014) ([38 U.S.C. 4212](#)).

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

(viii) [52.222-37](#), Employment Reports on Veterans (Jul 2014) ([38 U.S.C. 4212](#))

(ix) [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](#).

(x) [52.222-41](#), Service Contract Labor Standards (May 2014)

([41 U.S.C. chapter 67](#)). (xi)

\_\_\_(A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xii) [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](#)).

(xiii) [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](#)).

(xiv) [52.222-54](#), Employment Eligibility Verification (Aug 2013).

(xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xvi) [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](#)).

(xvii) [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](#).

(xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### **D. LIST OF ATTACHMENTS**

NONE

#### **E. INSTRUCTIONS TO OFFERORS AND EVALUATION CRITERIA**

##### **E.1 Provisions Incorporated by Reference:**

52.212-1 -- Instructions to Offerors -- Commercial Items (Apr 2014)

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

##### **E.2 Provisions Incorporated by Full Text:**

###### **ADDENDUM TO FAR 52.212-1**

###### **INSTRUCTIONS TO OFFERORS – COMMERCIAL**

###### **ITEMS**

**(APR 2014)**

The following shall apply to this contract in addition to those terms and conditions in FAR 52.212-1.

**The specific paragraphs of FAR 52.212-1 are addended as shown below:**

Para (c) Acceptance period is 90 days

Para (e) Multiple Offers: Offeror may only submit one offer.

Para (h) Multiple Awards: Award will be based on an all or none basis to One Offeror

Para (m) added to incorporate the following: The following provisions are added:

Provisions Incorporated by Reference:



52.204-7 System for Award Management.

Jul-13

52.204-16 Commercial and Government Entity Code Reporting.

Jul-15

Provisions Incorporated by Full Text:

52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements— Representation (DEVIATION 2015-02)

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—

REPRESENTATION  
(FEB 2015)

Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) ) ) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

852.215-70 The Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation

Factors. SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS

EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) ) ) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled

Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of

Clause) 852.215-71 Evaluation Factor Commitments

EVALUATION FACTOR  
COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

852.233-70 Protest Content/Alternative Dispute

Resolution.

PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN  
2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the [Federal Acquisition Regulation](#).

(End of

Provision) 852.233-71 Alternate protest procedure.

ALTERNATE PROTEST  
PROCEDURE (JAN  
1998)

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

(End of Provision)

Para (n) added to incorporate the following: **The following is hereby incorporated with respect to the information and documents required for submission in response to this solicitation:**

INSTRUCTIONS FOR WRITTEN SUBMITTALS

1. This contract will be awarded on technical acceptability. Once all line items have been determined to be technically acceptable, offers shall then be evaluated based on price, however technical acceptability is the most critical factor for evaluation of offers.
2. Proposals must set forth full, accurate, and complete information as required by this RFQ, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Proposal Submittals:
  - 3.1 Proposals (whether hand-delivered or mailed) must be received no later than the date and time specified in paragraph 4.4. Any contractor submissions or requests for information about this RFQ after the closing date and time are late, and will not be considered.
  - 3.2 Proposal due date and time is May 26, 2016 at 2:00pm local time.

## ADDENDUM TO FAR 52.212-2

### EVALUATION--COMMERCIAL ITEMS (OCT 2014)

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

Technical Acceptability: Each offeror's technical quotations will be evaluated to determine if the offer provides a compliant approach that meets the requirements of paragraphs 2.5 Salient Characteristics of the SOW and demonstrates a thorough knowledge and understanding of those requirements. An evaluation rating of Technically Acceptable/Non-Acceptable will be assigned upon completion of the technical quotations evaluation. If an Offeror receives a technical rating of "Non-Acceptable" they will not be considered for award.

Price Quotations: The offeror's price quotations will be evaluated by CLIN level and the offerors with the lowest overall price will be ranked accordingly.

- (B) 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 Addendum)**