

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 557-16-3-2443-0222		PAGE 1 OF 5			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA247-16-Q-0851			
						6. SOLICITATION ISSUE DATE 07-13-2016			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Rena Silvestri		b. TELEPHONE NO. (No Collect Calls) 478.272.1210 x2893		8. OFFER DUE DATE/LOCAL TIME 07-18-2016 4:00 PM			
9. ISSUED BY Department of Veterans Affairs Carl Vinson VA Medical Center 1826 Veterans Blvd. Dublin GA 31021				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 339112 SIZE STANDARD: 1000 Employees					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A			
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO See Delivery Schedule				16. ADMINISTERED BY Department of Veterans Affairs Carl Vinson VA Medical Center 1826 Veterans Blvd. Dublin GA 31021					
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY			
						Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:			
TELEPHONE NO. DUNS: DUNS+4:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER									
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT			
				23. UNIT PRICE		24. AMOUNT			
		Blanket Warming Cabinet This action is funded by PO 557-6A5XXX. This number must be annotated on all shipping documents and invoices. CONTRACTOR POC: PHONE: EMAIL: GOVERNMENT POC: Cristy Tyler PHONE: 478.272.1210 x4828 EMAIL: Cristy.Tyler@VA.gov GOVERNMENT CONTRACTING OFFICIAL: Rena Silvestri PHONE: 478.272.1210 x2893 EMAIL: Rena.Silvestri@VA.gov (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 557-3660160-2443-820100-3131 010040175				26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 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				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED			

CONTINUATION OF SF 1449 BLOCKS**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 36C247 Contracting Office
Department of Veterans Affairs
Carl Vinson VA Medical Center
1826 Veterans Blvd.
Dublin GA 31021

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with FAR 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management

3. INVOICES: All invoices should be submitted in arrears and must contain the appropriate purchase order number. NOTE: If invoice is submitted improperly (too early, incorrect purchase order number, incorrect billing, etc), invoice will be returned to contractor for correction.

Vendor Electronic Invoice Submission Methods

Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests. Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

1. VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten Network (Formerly OB10), to transition vendors from paper to electronic invoice submission. Please go to this website <http://www.tungsten-network.com/us/en/veterans-affairs-us/> to begin submitting electronic invoices, free of charge.

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

Vendor e-Invoice Set-Up Information

Please contact OB10 at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or OB10, please contact the FSC at the phone number or email address listed below:

- OB10 e-Invoice Setup Information: 1-877-489-6135
- OB10 e-Invoice email: VA.Registration@ob10.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

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

AMENDMENT NO	DATE

PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NO.	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Blanket/Towel Warmer (see Specifications Guide) FOB DESTINATION	1.00	EA		
				GRAND TOTAL	

SOLICITATION PROVISIONS AND CONTRACT CLAUSES**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:

Socio-Economic Status

Price

Technical

Past Performance

Technical and past performance, when combined, are equal to price.

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

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

(End of Provision)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)

(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 (NOV 2015).

(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:

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

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

FAR 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

FAR 52.222-21, Prohibition of Segregated Facilities (APR 2015).

FAR 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

FAR 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

FAR 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

FAR 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

FAR 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).

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

(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: N/A

(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 (OCT 2015) (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 \$700,000 (\$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, Non-displacement 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 (OCT 2015) (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 (FEB 2016) (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 (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(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)

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**Specification Guide****Scope**

This Specification Guide defines the effort required for the Dublin VA Medical Center (VAMC) to acquire a blanket/towel warming cabinet for the Infusion Clinic on Ward 13B. This guide includes the associated requirements for the scope of work to be performed, any applicable reference documents, place of performance, period of performance, schedule of deliveries, and acceptance procedures.

Statement of Required Goods/Deliverables

The Dublin VAMC requires the procurement of a blanket/towel warming cabinet. Delivery shall be within 30 calendar days after receipt of the order.

Brand Name:

Blickman, MedWurx, OR EQUAL

Vendors are required to submit a picture or manufacturer brochure for each item being offered.

Item Description:

No.	Item Description	U/I	Qty
1	Warming Cabinet for blankets/towels	EA	1
2	Warranty/Maintenance	EA	1
3	Operator and Service Manuals	EA	1

Minimum characteristics shall be similar to the following characteristics and specifications, but may not be limited to:

- Single door warming cabinet
- 30" width, 26 5/8" depth, 74 1/2" height
- Built in temperature date recorder
- Easy to use keypad with controls settings temp
- Self-closing, adjustable tension, magnetic-gasket doors
- convenient hands free opening
- Calibration due date reminder
- Doors able to be locked

Warranty:

Warranty shall be typical standard commercial warranty. A copy of the warranty must be included, clearly stating all terms.

Operator and Service Manuals:

These may be submitted as hard copy or electronic copy. Approved electronic copy must be in pdf format, one document per CD, properly labeled with description and product name/model number.

Point of Contact:

Christy Tyler, Program Specialist
Phone 478-272-1210 x2930
Email: Cristy.Tyler@VA.gov

Delivery Address (FOB DESTINATION):

Warehouse, Carl Vinson VA Medical Center
1826 Veterans Blvd
Dublin GA 31021

Requested Delivery Date:

No later than 30 days after receipt of order