

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 38	
2. CONTRACT NO. VA260-16-Q-0535		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA260-16-Q-0535	
6. SOLICITATION ISSUE DATE 8/4/16		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Jayme Defae		b. TELEPHONE NO. (No Collect Calls) 360-852-9872	
8. OFFER DUE DATE/LOCAL TIME 08-25-2016 16:00 PST		9. ISSUED BY Department of Veterans Affairs Network Contracting Office 20  5115 NE 82nd Ave, Suite 102 Vancouver WA 98662		CODE 260		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 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 334516 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 Department of Veterans Affairs Portland VA Medical Center General Warehouse 1601 East Fourth Plain Blvd Vancouver WA 98661		CODE 260		16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 20  5115 NE 82nd Ave, Suite 102 Vancouver WA 98662	
17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____		18a. PAYMENT WILL BE MADE BY CODE _____  Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971  PHONE: _____ FAX: _____		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____		19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE		24. AMOUNT			
Blanket Purchase Agreement to provide Hematology Analyzers With consumables and supplies for the Veterans Integrated Service Network 20 (VISN20).  Please refer to Section E for offer instructions.  Contracting POC: Jayme.Defae@va.gov  (Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA To be funded on an individual delivery orders.		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 checked="" type="checkbox"/> ARE NOT ATTACHED					
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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) Mary Accomando		31c. DATE SIGNED	

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## A.2 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: **(Please insert vendor name)** \_\_\_\_\_

b. GOVERNMENT: Contracting Officer 36C260 jayme.defae@va.gov

Department of Veterans Affairs  
Network Contracting Office 20  
5115 NE 82<sup>nd</sup> Ave, Suite 102  
Vancouver, WA 98662

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 ☒

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

FMS-VA-2(101)  
Financial Services Center  
PO 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

## **SECTION B - CONTINUATION OF SF 1449 BLOCKS**

### **B.1 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments.

### **B.2 SUBCONTRACTING PLAN--MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting plan.

### B.3 PRICE/COST SCHEDULE

BPA Pricing: Offerors shall provide pricing for each result in accordance with the Cost per Reportable Result (CPRR) or Equivalent definition contained above, that can be performed on the quoted equipment. All quantities are estimated and only actual completed tests are to be billed by the contractor. Contractors are required to provide delivery, installation and removal of equipment at no additional charge. The CPRR or Equivalent shall include all costs for:

- i. Equipment use.
- ii. All consumables, reagents, standards, controls and supplies.
- iii. All necessary maintenance to keep equipment in manufacturer's operating conditions, both preventive maintenance, and emergency repairs shall be inclusive of the cost.
- iv. Training for personnel operating equipment.
- v. If assay not available on manufacturer's equipment, third party reagents, controls, calibrators, and consumables must be included in the contract to accommodate the current test menu.
- vi. In the event that the consumables are found to be defective and unsuitable for use with the contractor's equipment, or the contractor has failed to comply with the requirements for routine supply delivery, the contractor shall deliver the consumable supplies within a period of twenty-four hours after receipt of the verbal order for priority delivery from the Government activity. If either circumstance has occurred, the contractor shall deliver to the requesting facility, in the most expeditious manner possible, without additional cost to the Government, the necessary consumables in sufficient quantity as required to allow operation of the contractor's equipment for one week (under normal Government test load volume). If additional requests for emergency supply delivery are required by the Government, they will be honored by the contractor until the arrival at the Government site of the monthly standing order/routine supplies delivery. Failure to reserve adequate inventory may result in default.

**Instructions for completing the Pricing Schedule:** Potential offerors must propose prices for all CLINS (including Options) within the Price Schedule. The actual workload is unknown. The estimated quantities detailed in Attachment D.1 "Estimated Test Volumes" are based on FY15 workload and are not guaranteed. The following CLIN tables reflect the totals derived from the pricing entered on Attachment D.1.

**Period of Performance: Base Year: 1 October 2016 to 30 September 2017**

<b>Item Number</b>	<b>Description</b>	<b>EST QTY</b>	<b>UNIT of Issue</b>	<b>Unit Price</b>	<b>Extended Amount</b>
0001	Cost Per Reportable Result (Hematology analyzer and reagents) CBC	456,658	EA		
0002	Cost Per Reportable Result (Hematology analyzer and reagents) Retic	6,563	EA		
0003	Cost Per Reportable Result (Hematology analyzer and reagents) for all other FSS Hematology Systems	1	EA		
0004	Slide Stainer CPRR, including Reagents for over 100 tests per day	1	EA		
0005	Slide Stainer CPRR, including Reagents for under 100 tests per day	1	EA		
0006	Additional CPRR Reagents	1	EA		
0007	Additional Analyzer accessories to include 24x7 service agreements	1	EA		

BASE YEAR 1 TOTAL (Total CLIN 0001 through 0007):\_\_\_\_\_

**Period of Performance: Option Year 1: 1 October 2017 to 30 September 2018**

<b>Item Number</b>	<b>Description</b>	<b>EST QTY</b>	<b>UNIT of Issue</b>	<b>Unit Price</b>	<b>Extended Amount</b>
1001	Cost Per Reportable Result (Hematology analyzer and reagents) CBC	456,658	EA		
1002	Cost Per Reportable Result (Hematology analyzer and reagents) Retic	6,563	EA		
1003	Cost Per Reportable Result (Hematology analyzer and reagents) for all other FSS Hematology Systems	1	EA		
1004	Slide Stainer CPRR, including Reagents for over 100 tests per day	1	EA		
1005	Slide Stainer CPRR, including Reagents for under 100 tests per day	1	EA		
1006	Additional CPRR Reagents	1	EA		
1007	Additional Analyzer accessories to include 24x7 service agreements	1	EA		

OPTION YEAR 1 TOTAL:\_\_\_\_\_

**Period of Performance: Option Year 2: 1 October 2018 to 30 September 2019**

<b>Item Number</b>	<b>Description</b>	<b>EST QTY</b>	<b>UNIT of Issue</b>	<b>Unit Price</b>	<b>Extended Amount</b>
2001	Cost Per Reportable Result (Hematology analyzer and reagents) CBC	456,658	EA		
2002	Cost Per Reportable Result (Hematology analyzer and reagents) Retic	6,563	EA		
2003	Cost Per Reportable Result (Hematology analyzer and reagents) for all other FSS Hematology Systems	1	EA		
2004	Slide Stainer CPRR, including Reagents for over 100 tests per day	1	EA		
2005	Slide Stainer CPRR, including Reagents for under 100 tests per day	1	EA		
2006	Additional CPRR Reagents	1	EA		
2007	Additional Analyzer accessories to include 24x7 service agreements	1	EA		

OPTION YEAR 2 TOTAL: \_\_\_\_\_

**Period of Performance: Option Year 3: 1 October 2019 to 30 September 2020**

<b>Item Number</b>	<b>Description</b>	<b>EST QTY</b>	<b>UNIT of Issue</b>	<b>Unit Price</b>	<b>Extended Amount</b>
3001	Cost Per Reportable Result (Hematology analyzer and reagents) CBC	456,658	EA		
3002	Cost Per Reportable Result (Hematology analyzer and reagents) Retic	6,563	EA		
3003	Cost Per Reportable Result (Hematology analyzer and reagents) for all other FSS Hematology Systems	1	EA		
3004	Slide Stainer CPRR, including Reagents for over 100 tests per day	1	EA		
3005	Slide Stainer CPRR, including Reagents for under 100 tests per day	1	EA		
3006	Additional CPRR Reagents	1	EA		
3007	Additional Analyzer accessories to include 24x7 service agreements	1	EA		

OPTION YEAR 3 TOTAL: \_\_\_\_\_

**Period of Performance: Option Year 4: 1 October 2020 to 30 September 2021**

<b>Item Number</b>	<b>Description</b>	<b>EST QTY</b>	<b>UNIT of Issue</b>	<b>Unit Price</b>	<b>Extended Amount</b>
4001	Cost Per Reportable Result (Hematology analyzer and reagents) CBC	456,658	EA		
4002	Cost Per Reportable Result (Hematology analyzer and reagents) Retic	6,563	EA		
4003	Cost Per Reportable Result (Hematology analyzer and reagents) for all other FSS Hematology Systems	1	EA		
4004	Slide Stainer CPRR, including Reagents for over 100 tests per day	1	EA		
4005	Slide Stainer CPRR, including Reagents for under 100 tests per day	1	EA		
4006	Additional CPRR Reagents	1	EA		
4007	Additional Analyzer accessories to include 24x7 service agreements	1	EA		

OPTION YEAR 4 TOTAL: \_\_\_\_\_

Base Year: \_\_\_\_\_

Option Year 1: \_\_\_\_\_

Option Year 2: \_\_\_\_\_

Option Year 3: \_\_\_\_\_

Option Year 4: \_\_\_\_\_

Overall Total: \_\_\_\_\_

## B.4 INTRODUCTION

In the spirit of the Federal Acquisition Streamlining Act, the Department of Veterans Affairs (DVA) and **(Please insert vendor name)** \_\_\_\_\_ hereby enter into a cooperative agreement, otherwise referred to as a Blanket Purchase Agreement (BPA), to further reduce the administrative costs of acquiring supplies/services from the General Services Administration (GSA) Federal Supply Schedule Contract # \_\_\_\_\_. Federal Supply Schedule contract BPA's eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6. The agreement details all with accompanying prices and descriptions, which may be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of all the clauses and provisions in full text or incorporated by reference in this document.

## B.5 PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the VA NAC FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

## B.6 TERM OF BPA

This BPA expires one year from effective date or such later ending date as determined by the exercise of any "General Schedule extension" option by the GSA and exercise of the option to extend the term of the BPA by an NCO 20 Contracting Officer. However, if a new FSS contract is awarded to the current BPA holder the parties by mutual agreement, may modify the BPA to reflect the new FSS contract number for the remaining term of the BPA. The BPA holder is required to immediately notify, in writing, the NCO 20 Contracting Officer if at any time prior to the BPA expiration date, the GSA Contract, upon which this BPA is based, is no longer in force. This BPA is not a contract. If the BPA holder fails to perform in a manner satisfactory to the NCO 20 Contracting Officer, this BPA may be canceled with 30 days written notice to the BPA holder by the NCO 20 Contracting Officer.

## B.7 PRICING DATA

1. The prices included on the BPA list (or applicable "discounted" rates submitted in a quotation response to an RFQ resulting in award) that are in effect on the effective date of an order shall govern that order's basic performance period.
2. The BPA holder can voluntarily reduce offered prices at any time by giving 24-hour advance notice (by facsimile or electronic-mail) to the Department of Veterans Affairs/Contracting Officer. This BPA also allows for additional discounts if a "large order" is placed at one time. An advanced notice is not required for discounts offered for only an individual order. Whether an order is large enough to warrant such a discount is subject to the discretion of the BPA holder.
3. The prices offered under this BPA will undergo annual review by the Department of Veterans Affairs Contracting Officer.

## B.8 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

## B.9 AUTHORIZED USERS

Government Contracting Officers representing NCO 20 are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's Task Order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a Task Order number.

## B.10 ORDER AND DELIVERY FORMAT

a. A Bulk funding Task Order will be placed against this BPA annually by the Contracting Officer for each site via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format. Each individual BPA Task Order will describe the tasks, services and deliverables required.

b. All delivery orders placed under this BPA must contain the following information:

- 1) Date of order
- 2) BPA number and order number
- 3) Line item number and description, quantity, and unit price
- 4) Place of delivery or performance
- 5) Accounting and appropriation data.
- 6) Method of payment and payment office

## B.11 INVOICES

a. Inspection and acceptance shall be accomplished as follows. The Government for all services furnished under any resulting order hereby designates the COR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

## B.12 TECHNICAL REQUIREMENTS

### **Scope of work - Hematology Cost per Reportable Result, Reagents and Lease of Instrument.**

- A. PROJECT SCOPE:** The department of Veteran Affairs Veterans Integrated Services Network (VISN) to include, all medical centers and outpatient clinics in Washington, Oregon, Idaho and Alaska for Hematology laboratory equipment as identified in the following. Performance of Hematology testing at VA Medical Centers in VISN20, Installation and operational training will be provided by Vendor at Customer's facility. Vendor will provide Field Service Support for the term, of a base period and 4 one year option periods. Vendor will also supply Customer with all supplies, reagents and training

for the performance of pre-determined testing by each site patient results per month. Equipment is defined in per facility.

**B. CONTRACTOR RESPONSIBILITIES:**

1. The Contractor will be responsible for the following:
  - a. Cost per Reportable Result Program (CRRP).
  - b. Rental Hematology Analyzer(s) for performance of Hematology testing at any VA Medical centers in VISN20.
  - c. Primary and Back up instruments will be provided as necessary for each facility all back up instruments will have automated Complete Blood Count testing with 5 part differential and Reticulocyte testing.
  - d. The analyzers will be LIS (Laboratory Information System) interface able which means that the system used will have the ability to talk to our system and download results into the patient medical record. The vendor will supply LIS specifications and assist with the interface connections.
  - e. Instruments will have remote access capability through the internet.
  - f. The analyzers will have programmable rules and/or rule packages that alert the operator to abnormal, critical or reflex testing parameters allowing automated repeats based on predefined criteria.
  - g. The Quality Control Software on the analyzers and ancillary computers are windows based or equivalent and offers presentation of data to the operator.
  - h. The analyzers will have minimal maintenance required.

**C. EQUIPMENT:**

The contractor shall offer models of hematology systems that shall be capable of determining the appropriate and most cost-effective means to conduct hematology analysis as well as the following characteristics:

**D. REAGENTS, CONTROLS AND SUPPLIES :**

1. Routine Reagents, controls and Disposables (supplies) for Hematology (Complete Blood Count (CBC) and Reticulocyte testing) and body fluid testing will be provided by vendor.
2. Reagents for the analyzer are marked for easy recognition by the operator.
3. Vendor will supply a list of reagents, stains for slide Stainer, controls and disposables that will be shipped as part of the agreement.
4. Supplies will be shipped on a standing order schedule, agreed upon by Customer and Vendor. All or part of a future quarterly Standing order may be advanced up to 10 days ahead of the scheduled ship date of the standing order.
5. Other Special orders are subject to shipping charges.
6. Vendor will provide sufficient reagents and supplies for performance of patient results for all VISN 20 sites. Consumables will be provided on demand as needed if the consumable allotments are insufficient to meet the needs of the facility.
7. Additional Supplies may be purchased according to the agreed price schedule. Customer may order additional supplies as required, at the prices will be listed in a table.

8. Vendor will supply all Changes in maintenance schedules that affect reagent or cleaning reagent volumes will be changed by the Vendor in accordance with manufacturer's recommendations.
9. Excluded disposables Printer paper, printer cartridges, service items, such as pick-up tubes.
10. Excluded slides, slide labels, and printer ribbons for instruments that have separate Slide Stainer.
11. Excluded Control materials and calibrators not provided/ manufactured by the vendor.

**E. SERVICES:**

1. The contractor shall provide telephone number(s) and contact person to be used by the VAMC for technical issues.
  - a. Warranty and Post Warranty Service of all instrumentation.
  - b. Vendor will provide Field Service Support for the term of the agreement
  - c. Vendor provides service 24 hours 7 days via toll free hot line.
  - d. Vendor supplies all replacement parts (excluding accessories and disposables). after warranty 1 year period.
  - e. Vendor will supply service agreements which will be identified at the task order, these service agreements Comprehensive with 24 /7 on site response, basic, 24 hr. onsite Monday- Friday. Available for life of agreement.
  - f. Preventive maintenance will be scheduled according to manufacturer's recommendations for each instrument no less than every 6 months. All repairs will be invoiced to the customer on the agreed to price list.
  - g. Parts and supplies shall be available from 7 years after the discontinuance of the manufacturer of the instrument.
  - h. Includes Software upgrades and all accessories including printers.

**F. UPTIME GUARANTEE/PERFORMANCE PENALTY:**

1. Vendor agrees that all equipment provided shall be operable no less than 98% of operational time. Each instrument at each site shall be computed separately.
  - a. Operational time is 24 hrs. a day 7 days a week.
  - b. Downtime is defined as when a customer is not able to produce clinically acceptable results on the system monitor and will be computed from the time the customer notified the hotline during normal working hours until the Field Service Engineer returns the instrument to the customer and the customer can produce acceptable clinical results. Scheduled maintenance is excluded from downtime.
  - c. Vendor will provide a Downtime Summary report of instrumentation prior to the contract.

**G. OTHER SERVICES:**

1. Once the instrument has been installed according to the Vendor specifications at the customer location the vendor will supply a technical representative to assist with method validation studies

2. The Method validations will be completed the necessary studies required for Clinical Laboratory Information Act (CLIA), College of American Pathologists (CAP) and Department of Veterans Affairs (VA) regulatory agencies and shall include precision, linearity, reproducibility, carryover and current system to new system correlations as well as establishment of normal and therapeutic ranges. Validation studies will be presented in binders and include the necessary Laboratory staff approval and dates. The VA will not accept equipment until it passes initial validation testing.
3. The VA will provide all the samples necessary for the validation studies.

#### **H. TRAINING:**

1. The Contractor shall provide, at no cost to the government, two (2) technical operator training slots for each instrument per facility within the first year with one provider prior to instrument installation. The training will include all travel (to and from training center), hotel, per-diem, tuition and books.
2. Contractor will provide one (1) additional off-site training each consecutive year after initial training per instrument to include tuition, training materials, airfare, lodging, meals, and transportation to and from the training facility. Additional on-site training shall be provided as needed, at no additional cost, as needed by the Government.
3. The contractor will have an on-going training program for VISN 20 employees by the technical service representatives on any new products or updates on the product lines. All materials for training will be provided at no additional cost to the Government.
4. The vendor will provide competency assessments protocols for use at each site consistent with federal (CLIA) and CAP training requirements.

#### **I. COST PER REPORTABLE PARAMETERS (CPRR):**

1. The pricing and terms of this agreement will be bound by the Federal Supply Schedule contract between the vendor and the medical equipment division of the Department of Veterans Affairs.
2. The calculation for price and quantity of reagents in the Annual list included in the agreement as based on an estimated annual number of reportable results provided by the customer. The quantities of the annual supply needs are supposed to cover the customers as long as the customer performs reportable results in compliance with the following parameters:
  - a. Numbers of reportable results actually performed by the customer are within ten percent of the annual estimated reportable results as indicated by the annual Supply list.
  - b. Use of the instrument(s) are in accordance with instrument usage information provided by customer (Primary, Back-up or Alternate).
  - c. Test volumes are determined by the customer.
  - d. No more than ten percent repeats.
  - e. Three levels of quality control to be run every 8 hours per test, every test day.
  - f. Calibrators for periodic calibration checks and demand to validate systems following either major repair or resolution of negative quality control trends.

#### **J. VALUE ADDED ITEMS:**

1. Uninterruptible power Supplies (UPS).

2. Operating Manual for each analyzer at the time of installation.
3. Printer and maintenance for printer at each location; (printers shall be replaced if inoperable).

**K. ADJUSTMENT TO THE CPRR:**

1. The Customer and vendor will conduct ongoing reviews no less than every 6 months to monitor contract performance against agreed upon efficiencies, operational assumptions and product utilization (CPRR parameters).
2. The Vendor will notify the customer when such reviews indicate and adjustment to the quarterly standing order shipments may be required. The customer will cooperate with the vendor in the conduct of the reviews.
3. The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and Handbooks regarding information and Information system security as delineated in this contract.839.201 Contract Clause for Information and Information Technology Security.

**L. SALIENT CHARACTERISTICS:**

1. Size of instrumentation is small footprint (40" W X 24"D) table top models and other configurations available as needed.
2. Body Fluid Capabilities are FDA approved assays.
3. Instruments have single aspiration pathway.
4. Analyzer programmable features allow for reduced need for manual differentials.
5. Available slide maker and strainer on selected units.
6. Available interconnect ability for selected units.
7. Ability to connect to "Cellavision"

## **B.13 SECURITY REQUIREMENTS**

The Contractor shall be responsible for adhering to the following statements as they relate to the BPA. The VISN 20 sites in coordination with their site Information Security Officer (ISO) shall monitor the work performed by contractor personnel, including sub-contractors, on a periodic basis to make sure contractor personnel are following the stated security requirements.

**a. CONTRACTOR STATEMENT:**

**Access Authority:** Contractor provided hardware and software shall limit system access to those individuals requiring access to perform job responsibilities. The contractor hardware and software shall only permit authorized users to have access to the system and its resources. For each object requiring control, provide an access list, which specifies the minimum users/groups that need access and their specific rights (e.g., read, write, create, delete). Contractor shall restrict the creating/modifying/deleting of access controls to authorized administrators only and owners of specific objects. Contractor shall check a user id's access rights to an object, at a minimum, when access to that resource is initiated.

**Accreditation:** The contractor is required to sign "Rules of Behavior" before access to VA systems is permitted. All Contractor employees and subcontractors under this task order or order are required to complete the VA's on-line Security Awareness Training Course and the Privacy Awareness Training Course annually. Contractors must provide signed certifications of completion to the Contracting Officer

during each year of the task order. This requirement is in addition to any other training that may be required of the contractor and subcontractor(s).

**Audit and Variance Detection:** Contractor provided hardware and software shall provide the capability for systems audit variance detection. They shall maintain, and protect a security audit trail of user and administrator actions so that security relevant events can be traced to specific user for accountability. Logs should be maintained at a minimum of six (6) months. These audit trails shall provide both MAC (add, moves and changes) and maintenance activities. The systems shall provide a historical audit of all users system configuration activities.

**Documentation:** Contractor provided documentation will include user instructions for the system. Software will include copyright information and licenses. Contractor provided hardware will include all necessary user instructions and manuals.

**ID & Authentication:** Contractor provided hardware and software will include the capability to assign a unique user identification code for accountability and audit ability.

**Incorrect Login:** Contractor provided hardware and software access system shall lock out Attempts user account after three (3) login attempts after which there shall be a delay of at least ten (10) minutes before the next attempt.

**Invalid ID/Password:** Contractor provided hardware and software access systems shall perform the entire user authentication procedure even if user id or password entered is invalid and not include in error feedback which part of authentication information is incorrect.

**Other:** The contractor provided software and hardware shall provide System Self-Checking features to validate correct operation of hardware/firmware, including: power-on tests, loadable tests, and operator-controlled tests, system initialization and recovery. At systems initialization and recovery ensure security features are fully restored.

**Passwords:** Contractor provided hardware and software access shall require passwords of at least eight (8) characters in length, consisting of at least one alphabetic and at least one numeric (e.g. 5,7) and one special (e.g. #, +) character. Shall not indicate if a user has chosen a password already associated with another user. Password shall be stored in a one-way encrypted form. Contractor shall not transmit unencrypted passwords over the network. Contractor shall limit access to encrypted passwords. Shall automatically suppress or fully blot out the clear-text representation of the password on the data entry/display device. Contractor shall prohibit passwords login without password. Shall permit only authorized administrators to set/reset temporary. Contractor shall require users to change password (from which users change on first log-in) every 90 days, administrators every 30 days. Contractor shall prohibit the reuse of passwords by the same user for at least six months. Contractor shall provide users with advance notice of password expiration by providing additional logons prior to requiring new password.

**Personnel Screening:** The contractor staff and subcontractors must complete background screening before access is permitted to VA systems.

**Production:** Contractor provided hardware and software shall provide the capability to handle input/output storage and disposal of sensitive materials (e.g., paper, diskettes, etc.) which are generated by that system.

**Remote Access:** Remote access will only be permitted on a per-demand VA supervised dial-in/out basis.

**Security:** The contractor provided software and hardware shall provide restricted management access capabilities for displaying, modifying, or deleting user account information. It shall provide a means to uniquely identify: 1) security attributes for a user, 2) all the users associated with an attribute, and 3) definition and maintenance of groups. It shall be capable of defining and maintain security controls for subjects (e.g., users, groups) and objects (e.g., directories, files, resources) using defined access rights (e.g., read, write, execute).

**Systems Entry:** Contractor provided software shall limit the number of login sessions the single user can log into the system from different workstations. The system shall only grant entry to a user if the systems administrator has created a user access profile. Shall upon entry into the system, the system shall display date, and time of users last successful entry, number of unsuccessful entry attempts. Contractor shall terminate an interactive session after an administrator-specified interval of user inactivity. The default shall be fifteen minutes (depends upon system's rules and current VHA policy).

**Training:** Contractor personnel performing the same duties as employees shall be required to attend the same security training.

## **b. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS**

(a) All contractor employees who require access to the Department of Veterans Affairs' IT systems shall be the subject of a background investigation and must initiate adjudication from the VA Office of Security and Law Enforcement prior to task order performance. This requirement is applicable to all subcontractor personnel requiring the same access. Examples of positions include the Project Manager and all personnel working on the POU systems, such as in programming the POU system. If the investigation is not completed prior to the start date of the task order, the contractor will be responsible for the actions of those individuals they provide to perform work for VA.

(1) Position Sensitivity: The position sensitivity has been designated as Moderate Risk.

(2) Background Investigation: The level of background investigation commensurate with the required level of access is Minimum Background Investigation.

(b) Contractor Responsibilities:

(1) The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the contractor shall reimburse VA within 30 days. The Fiscal Year 2002 cost for investigations conducted by the OPM is \$795.00 per person with 60-day completion timeframe for the investigation. Background investigations from investigating agencies other than OPM are authorized as long as the investigating agency possesses an OPM and Defense Security Service certification.

(2) The contractor shall prescreen all personnel requiring access to the telecommunications systems to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language.

(3) After task order award and prior to task order performance, the Contractor shall provide the following information to the Contracting Officer for investigations.

(i) List of names of Contractor personnel.

- (ii) Social Security Number of Contractor personnel.
  - (iii) Home address of Contractor personnel or the Contractor's address.
  - (iv) Billing information for the cost of the investigation.
- (4) The contractor shall submit or have their employees submit the following required forms to the VA Office of Security and Law Enforcement within 30 days of receipt:
- (i) Standard Form 85P, Questionnaire for Public Trust Positions
  - (ii) Standard Form 85P-S, Supplemental Questionnaire for Selected Positions
  - (iii) FD 258, U.S. Department of Justice Fingerprint Applicant Chart
  - (iv) VA Form 0710, Authority for Release of Information Form
  - (v) Optional Form 306, Declaration for Federal Employment
  - (vi) Optional Form 66, Optional Application for Federal Employment
- (5) The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the task order.
- (6) Failure to comply with the contractor personnel security requirements may result in termination of the task order for default.
- (c) Government Responsibilities
- (1) The VA Office of Security and Law Enforcement will provide the necessary forms to the contractor or to the contractor's employees after receiving a list of names and addresses.
  - (2) Upon receipt, the VA Office of Security and Law Enforcement will review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation.
  - (3) The VA facility will pay for investigations conducted by the Office of Personnel Management (OPM) in advance. In these instances, the contractor will reimburse the VA facility within 30 days.
  - (4) The VA Office of Security and Law Enforcement will notify the contracting officer and contractor after adjudicating the results of the background investigations received from OPM.
  - (5) The contracting officer will ensure that the contractor provides evidence that investigations have been completed or are in the process of being requested

## **B.14 VISN 20 LOCATIONS**

This list of locations is for reference only. There may be locations not yet on the list or new locations added during the term of the BPA within the VISN 20 region. New locations can only be added by the Contracting Officer via contract modification.

**Portland - 648**

Portland Campus, 3710 SW U.S. Veterans Hospital Road, Portland, OR 97239  
Vancouver Campus, 1601 E. 4th Plain Blvd, Vancouver, WA 98661

**Puget Sound - 663**

Seattle Campus, 1660 South Columbian Way, Seattle, WA, 98108 American Lake Campus, 9600 Veterans Way, Tacoma, WA 98493

**Roseburg - 653**

Roseburg Campus, 913 NW Garden Valley Blvd. Roseburg, OR 97471

Eugene, Campus, 3355 Chad Drive, Eugene, OR 97408

**Spokane - 668**

Spokane Campus, N. 4815 Assembly Street, Spokane, WA 99205

**White City - 692**

White City Campus, 8496 Crater Lake Highway, White City, OR 97503

**Walla-Walla - 687**

Walla Walla Campus, 77 Wainwright Drive, Walla Walla, WA 99362

**Alaska - 463**

Alaska Campus, 1201 North Muldoon Rd, Anchorage, AK 99504

**Boise - 531**

Boise Campus, 500 W Fort St, Boise, ID 83702

## SECTION C - CONTRACT CLAUSES

### C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT 2015
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.227-14	RIGHTS IN DATA	MAY 2014
52.224-2	PRIVACY ACT	APR 1984
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.237-3	CONTINUITY OF SERVICES	JAN 1991

### C.2 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within *30 calendar days*. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of Clause)

### C.3 52.217-7 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within *30 calendar days*. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of Clause)

#### **C.4 MANDATORY WRITTEN DISCLOSURES**

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

#### **C.5 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

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

(End of Clause)

#### **C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

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

(End of Clause)

#### **C.7 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

#### **C.8 VAAR 852.215-71 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)

## **C.9 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)**

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

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

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

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

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

(End of Clause)

## **C.10 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## **C.11 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of AK, WA, OR & ID. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

**C.12 VAAR 852.246-70 GUARANTEE (JAN 2008)**

The contractor guarantees the equipment against defective material, workmanship and performance for a period of life of equipment, 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)

**C.13 VAAR 852.246-71 INSPECTION (JAN 2008)**

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

(End of Clause)

**C.14 FSS RFQ INTRODUCTORY LANGUAGE**

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to all Blanket Purchase Agreements (BPA) and task or delivery orders issued under the contract as a result of this RFQ. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the BPA or task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the FSS contract. Any unique terms and conditions of a BPA or order issued under the contract that are not a part of the applicable FSS contract will govern. In the event of an inconsistency between the terms and conditions of a BPA or task/delivery order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

### **D.1 VISN 20 Estimated Test Volumes**

See attached documents:

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples.*

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

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

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

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

(ii) The Offeror has [ ] has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

## **E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)**

(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 90 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 quotations, it was the only quotation 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. 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.

(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) Non-government (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 \$3,500, and offers of \$3,500 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**

### **SUBMISSION of Quotes:**

Quote shall consist of four (4) sections (Part I – Part IV). Quotes shall be submitted in the following format;

Part I. Part I shall include the following documents:

1. Title page to include solicitation number, company name, address, and phone number, and authorized company representative's name, e-mail address and phone number.
2. A signed Standard Form 1449 (SF 1449) (page 1 of the solicitation). Complete block 17a (block 17a must include a Dun and Bradstreet number and TAX-ID number), 30a, 30b, and 30c as applicable. SF 1449 shall be signed by an authorized representative of your company.

3. Acknowledgement of all Amendments issued since the original solicitation issue date, if applicable. Acknowledgement of amendments is made on page 4 of the solicitation.  
Acknowledge amendments on page 4 of the solicitation and include it as part of your quotation.

Part II: Technical Information. Each Offeror shall submit technical information for evaluation, which must provide sufficient information to demonstrate corporate capabilities to satisfactorily perform the work involved. Technical information shall include (i) written capability information as described in the performance work statement.

Page limit for technical capability is 15 pages. Submit narrative responses tailored specifically to Technical Evaluation Factors. Respond in plain language (VA prohibits the use of elaborate technical write ups. Do not submit your company's general marketing literature or brochures; such material is not considered responsive to the specific evaluation criteria and will not be evaluated by the panel.

PART IV: Price.

1. Provide proposed discount to pricing on current FSS contract. Estimated annual quantities are contained in Attachment D.1.

For Basis for Award see Addendum to FAR Clause 52.212-2.

QUOTE SUBMISSION DUE DATE: 08/25/2016

Offerors shall submit signed and dated quotation to the office indicated in Block 9 of the Standard Form (SF) 1449, quotations shall arrive no later than the date and time specified in Block 8, SF 1449.

Electronic submissions via e-mail are the preferred method of delivery. Offers may be mailed through a commercial/Government carrier, hand carried, or emailed to [Jayme.defae@va.gov](mailto:Jayme.defae@va.gov). Please note that quotes sent through the United States Postal Service via Express Mail or Priority Mail requires additional time for delivery to the address shown in Block 9 on the SF 1449.

- (a) Quote Content
- (b) All elements listed in Parts I-IV

QUESTIONS:

Offerors should submit all questions regarding this solicitation to the Contracting Officer in writing on or before 21 August 2016. Questions may be sent via e-mail to [Jayme.defae@va.gov](mailto:Jayme.defae@va.gov). Telephonic (verbal) questions will not be addressed. All responses to questions, which may affect offers, will be incorporated into a written amendment to the solicitation.

NOTE: Whenever the words “offer”, “proposal”, or “offeror”, or similar terms are used in this solicitation, they shall be read to reflect that this solicitation is a Request for Quotations.

(End of Addendum to 52.212-1)

### **E.3 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

PAST PERFORMANCE

PRICE

Technical and past performance, when combined, is more important than price.

(a) 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. This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price. 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).

(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 TO 52.212-2**

**BASIS FOR AGREEMENT:** This is a competitive lowest price technical acceptable acquisition. An agreement will be made to contractor(s) who are deemed responsible in accordance with the Federal Acquisition Regulation (FAR), whose offer conforms to the solicitation requirements, and whose quote, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the lowest price technical acceptable to the government.

The Government reserves the right to reject any or all quotations at any time prior to award. The Government also reserves the right to award a contract to other than the bidder submitting the highest technically rated quotation. The government will award to offeror(s) submitting a quotation determined by the Government to be the most advantageous (lowest price technical acceptable) to the Government.

#### **EVALUATION CRITERIA:**

(a) **TECHNICAL EVALUATION FACTOR:** This factor will consider the ability of an offeror to meet the requirements described fully in the Technical Requirements, Section B.13, of this RFQ. The facilities are listed in Section B.15. The sub-factors to be evaluated are of equal importance to each other:

**Sub-Factor 1 – Technical Capabilities:** The Contractor shall submit documentation illustrating: Technical capabilities to ensure they meet the following requirements. At a minimum the Contractor shall submit documentation illustrating the following minimum standard capabilities:

- A. Size of instrumentation is small footprint (40" W X 24"D) table top models and other configurations available as needed.
- B. Body Fluid Capabilities are FDA approved assays.
- C. Instruments have single aspiration pathway.
- D. Analyzer programmable features allow for reduced need for manual differentials.
- E. Available slide maker and stainer on selected units.
- F. Available interconnect ability for selected units.
- G. Ability to connect to "Cellavision"
- H. Minimal preventative maintenance required
- I. On-line instrument service/diagnostics capability
- J. Minimal instrument downtime for repair or servicing
- K. Reagent shipments are received within 5-7 days of ship date
- L. Instrument preventative Maintenance performed by vendor is scheduled in advance with customer
- M. Uninterruptible power Supplies ( UPS)
- N. Operating Manual for each analyzer at the time of installation.
- O. Primary and Back up instruments will be provided as necessary for each facility all will have automated Complete Blood Count testing with 5 part differential and Reticulocyte testing.
- P. The analyzers will be LIS interface able and the vendor will supply LIS specifications and assist with the interface connections.
- Q. Instruments will have the potential to have the ability to have access to the internet.
- R. The analyzers will have programmable rules and/or rules packages that alert the operator to abnormal, critical or reflex testing parameters allowing automated repeats based on predefined criteria.
- S. A Quality Assurance Program that has Peer review of Quality Control Data is available.
- T. The Quality Control Software on the analyzers and ancillary computers is windows based or equivalent and offers easy presentation of data to the operator.
- U. The analyzers will have minimal maintenance required.

**Sub-Factor 2 - Equipment Availability:** The evaluation will consider available equipment and accessories to support the variances in requirements included in the SOW. This includes hardware and software available to support the estimated requirements as well as the ability to provide redundancy. Describe and justify recommendations for the type and number of modular systems, equipment, methodologies, accessories and software/hardware/middleware that will be utilized to support each VISN20 Hematology Analyzer testing site.

- A. Describe reagent performance parameters
- B. Describe testing methodologies
- C. Describe modularity of systems
- D. Describe unit configuration and ability to adapt to changes in volume and test mix
- E. Describe your interconnection for exchanging data
- F. Provide a copy of your signed MOU (Memorandum of Understanding) with the VA Network and Security Operations Center (NSOC)
- G. Include statistical data on average number of days between downtime events on instruments offered. Include formula for establishing avg. number of days

**Sub-Factor 3 - Ease of Operation:** The evaluation will consider available equipment and accessories' operational functions as it pertains to the requirements listed in the SOW. Describe your equipment's operational functions in terms of time and manpower to execute the required operations listed.

**Sub-Factor 4 - Maintenance:** The evaluation will assess the ease and effectiveness of the equipment's maintenance. This includes daily and all scheduled maintenance. Describe your equipment's maintenance functions in terms of time and manpower to execute the required manufacture's maintenance. Additionally, describe your intended maintenance support plan to include how you would measure uptime and the procedures for initiating a maintenance activity.

**Sub-Factor 5 - Service Support:** The evaluation will consider whether the offeror has demonstrated the ability and capability to perform the service requirements of the SOW. Describe your procedures for dispatching technicians to facilities (i.e. is the technician local to the area), and their ability to meet the response time required in each location. This includes the various levels of service agreements available as well as exchanging data and remote monitoring procedures. Minimum standard capability:

A. Local Service Engineer

**Sub-Factor 6 - Implementation Plan:** Describe how you intend to complete this work. Include expected delivery, installation, plans for maintenance, equipment redundancy, upgrades for software and equipment, and an expected implementation timeline per site that includes installation (including any construction needed), training, and method validations. Describe your Quality Assurance Plan (QAP) to include ensuring licensing and accreditation.

(b) **PAST PERFORMANCE:** The CO will evaluate past performance to assess how well each offeror performed under other contracts. The CO will consider references from either inside or outside the federal government, so long as the performance is recent (within the last three years) and relevant (for the same or similar items).

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Vendors will be asked to submit with their quotes past performance information, including contract numbers, the firms or organizations for whom they performed services, the dates of performance, points of contact with telephone numbers and emails, and any other relevant information.

The CO may also consider past performance information from sources other than those provided by the vendors. In comparing technically equivalent quotes, the CO may make an award to a higher priced vendor who has a better past performance history than a lower priced vendor. The CO will use Attachment D.2 to document past performance evaluations.

The rating system described below shall be utilized for past performance.

TABLE 2 – PAST PERFORMANCE	
ASSESSMENT	DESCRIPTION
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has little expectation that the offeror will be able to successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectations that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

(d) **PRICE FACTOR:** A determination of reasonable pricing will be made prior to award.

Price will be evaluated using various price analysis techniques and procedures including, but not limited to, comparison of quoted prices received in response to the solicitation, and comparison to the Independent Government Estimate (IGE), and the following criteria:

**Total Price:** The total price is the sum of the prices for the Line Items of the solicitation inclusive of options

**Reasonable:** A price is reasonable if, in its nature or amount, it does not exceed what an ordinarily reasonable, prudent person in the conduct of normal competitive business would incur.

**Balance of Offer:** The offer is balanced if the price is properly distributed throughout the life of the task order.

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

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

Hand-Carried Address:

Department of Veterans Affairs

Network Contracting Office 20

5115 NE 82nd Ave, Suite 102

Vancouver WA 98662

Mailing Address:

Department of Veterans Affairs

Network Contracting Office 20

5115 NE 82nd Ave, Suite 102

Vancouver WA 98662

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

(End of Provision)

#### **E.5 VAAR 852.215-70 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 Provision)

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

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

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

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

(End of Provision)

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

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

(End of Provision)

#### **E.8 852.270-1 Representatives of contracting officers. (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)