

NOTICE

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

Solicitation number VA701-17-Q-0073 is issued as a request for quotation (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC -2005-95 effective 1/13/2017). This procurement is a 100% set-aside for Service Disabled Veteran Owned Businesses, under NAICS code 333314 with a small business size standard of 500 employees or less.

CLIN MINIMUM REQUIREMENTS AND DELIVERY/INSPECTION REQUIREMENTS:

CLIN 0001: Microscope, Research (JSN L0100.R)

- Quantity: 4
- Basis of Design: Olympus America, BX43 or equal
- Specifications/Salient Characteristics:
 - o Frame:
 - Vertical stage movement: 25 mm stage stroke with coarse adjustment limit stopper, Torque adjustment for coarse adjustment knobs, Stage mounting position variable, High sensitivity fine focusing knob (minimum adjustment gradations: 1 μ m)
 - o High color reproductivity LED light source, 30 W pre-centered light source. Light intensity manager switch.
 - o Observation Tube: Widefield tilting, Telescopic, Lifting binocular for inverted image.
 - o ABBE Condenser, NA 1.1, 4X to 100X coverage.
 - o Nose Piece: Coded 5 position
 - o 30 cc of immersion oil
 - o Approximate Dimensions and Power:
 - Approximate Dimensions: 175mm W x 362mm D x 410mm H
 - Power Requirements: 120V, 60 Hz
 - o Accessories/Configuration Options:
 - Objectives: 4X (NA 0.13, WD 17MM), 10X (NA 0.3, WD 10MM), 20X (NA 0.5, WD 1.6MM), 40X (NA 0.75, WD 0.51MM), and 100X oil (NA 1.30, WD 0.20MM)

CLIN 0002: Microscope, Inverted, Tissue Culture (JSN L0080)

- Quantity: 6
- Basis of Design: Olympus America, CKX53 or equal
- Specifications/Salient Characteristics
 - o Inverted phase contrast microscope.
 - o Phase Contrast Standard set
 - o Light Source: 4000K color temperature LED
 - o Approximate Dimensions and Power:
 - Approximate Dimensions: 200mm W x 498mm D x 454mm H
 - Power Requirements: 120V, 60 Hz
 - o Accessories/Configuration Options:

- Inverted Microscope for Routine Tissue Culture
- Objectives: 4X (NA 0.13, WD 17MM), 10X (NA 0.25, WD 8.8MM), 20X (NA 0.4, WD 3.2MM), and 40X (NA 0.55, WD 2.2MM)
- Digital Color Camera with Adapter
- 20" Widescreen Flat Panel Monitor

CLIN0003: Microscope, Stereo (JSN L0075)

- Quantity: 2
- Basis of Design: Olympus America, SZ61 or equal
- Specifications/Salient Characteristics:
 - Stereomicroscope for Dissection
 - Unit must come equipped with electrostatic discharge (ESD)
 - Zoom Optics Range: 0.67X to 4.5X
 - White LED illumination Stand
 - Focussable 10X Eyepiece with ESD
 - Double Spot Goose Neck Fiberoptic Light Source
 - Approximate Dimensions and Power:
 - Approximate Dimensions: 152mm W x 253mm D x 358mm H
 - Power Requirements: 120V, 60 Hz

CLIN 0004: DELIVERY AND INSTALLATION

- COORDINATION:
 - The Contractor shall coordinate delivery, staging areas, installation, site safety requirements, and parking with the On Site Point of Contact. The On Site Point of Contact will be designated after contract award.
 - The Contractor shall participate in a pre-delivery meeting as specified below to determine delivery and installation dates.
 - The Contractor shall verify delivery date three business days prior to scheduled delivery
- DELIVERY
 - Delivery Timeframe: NLT 31 MARCH 2017
 - Acquisition of the above items is part of the initial outfitting and activation of the new VA medical center being constructed in Aurora, CO. Since construction is still occurring, delivery dates are approximate and will be coordinated with the successful contractor after award (see Coordination).
 - The Contractor shall contact the On Site Point Of Contact to schedule a pre-delivery meeting to be conducted approximately 60 days prior to the initial award delivery date for verification of delivery and installation dates. The Contractor may be required to adjust the delivery date from the date specified in the contract award document. A government-requested delivery delay up to 90 days after the delivery date specified in the contract award shall be at no additional cost to the government.
 - Delivery Location: Contractor shall deliver all equipment to the Eastern Colorado Health Care System, Research Dock, 1700 N. Wheeling Street, Aurora, CO 80045
 - Delivery Markings: Contractor shall deliver items in manufacturer's original sealed containers with manufacture's name marked thereon. Deliveries shall be marked with the PO and contract number.
 - A pre-delivery meeting will be conducted 60 days prior to initial award delivery date for verification of delivery and installation dates.

- Delivery and Installation will be coordinated through the On Site Point Of Contact. POCs for delivery and install are:
 - *Chuck Hardenstein 720-857-5205 Charles.Hardenstein@va.gov*
 - *Steve Dewese 720-857-5075 (Stephen.Dewese@va.gov)*
 - *Marcie Chase 720-857-5155 Marcie.Chase@va.gov*
- INSTALLATION
 - The Contractor shall deliver and install all equipment to manufacturer's specifications and in accordance with Federal and local safety standards.
 - Installation shall commence upon day of delivery. All work shall be completed between 8:00 a.m. and 4:30 p.m. MST. Monday through Friday, excluding all Federal holidays (<https://www.opm.gov/policy-data-oversight/pay-leave/pay-administration/fact-sheets/holidays-work-schedules-and-pay>).
 - Night or weekend installation may be required in the event of an operational conflict. If a change in installation hours is required, the Government will provide a 72 hour notice.
 - The Contractor shall remove all related shipping debris and cleanup any materials and tools associated with delivery and installation of the specified items. Contractor shall remove all packaging from the ECHCS premises.
 - The Contractor shall be responsible for any damage to the building that occurs due to Contractor error or neglect.

SITE CONDITIONS

Delivery may occur while the construction contractor is still working on the facility.

Delivery and installation personnel must comply with all site safety requirements, to include the wearing of PPE. **Minimum requirements are hard hat, over the ankle boots, reflective safety vest, eye protection and gloves.** *The Contractor shall confirm site safety requirements with the On Site Point Of Contact when coordinating delivery and installation.*

There shall be no smoking, eating, or drinking inside the construction site at any time.

INSPECTION AND ACCEPTANCE

The Contractor shall conduct a joint inspection with the On Site Point of Contact upon completion of installation.

In the event deficiencies are identified, the Contractor shall provide date when the identified deficiencies will be addressed if not addressed on the date of installation.

The Contractor shall conduct a joint inspection with the On Site Point of Contact after addressing all deficiencies.

All deficiencies identified during joint inspections shall be fixed by the Contractor prior to government acceptance of the item.

Disputes shall be resolved by the Contracting Officer.

OPERATION AND MAINTENANCE MANUALS

Binders - Quantity (2) each for items identified in section 2.5. Digital Copies - Quantity (1) each for items identified in section 2.5.

Deliver compilation of all manufacturer recommended maintenance schedule and operation materials packaged in binder(s) to On Site Point Of Contact upon completion of installation.

PROTECTION OF PROPERTY

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

Contractor shall be responsible for providing adequate floor and wall protection to minimize damage to the facility during delivery/installation of the items in this RFQ. It is recommended that all material handling equipment have rubber wheels to minimize potential damage to floors..

The Contractor shall perform an inspection of the building(s) and grounds with the On Site Point of Contact prior to commencing work. The Contractor shall be responsible for repairing or replacing any items, components, building(s), or grounds damaged due to negligence and/or actions taken by the Contractor or its employees. The source of all repairs beyond simple surface cleaning is the facility construction contractor (or appropriate subcontractor), so that building warranty is maintained.

Concurrence from the VA Facilities Management POC and On Site Point Of Contact is required before the Contractor may perform any significant repair work. In all cases, repairs shall utilize materials of the same quality, size, texture, grade, and color to match adjacent existing work.

The Contractor shall be responsible for securing the items identified in this RFQ and its own work tools and equipment during delivery/installation.

SECURITY REQUIREMENTS

Security background checks are not required.

WARRANTY

The contractor shall provide all manufacturer(s) warranties on all parts and labor at time of delivery. The warranties shall include all travel and shipping costs associated with any warranty repair.

CONTRACT ADMINISTRATION DATA

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

- a. CONTRACTOR: TBD
- b. GOVERNMENT: Contracting Officer 36C776 Erica M. Skelly

Department of Veterans Affairs
Program Contracting Activity Central
6150 Oak Tree Blvd, Suite 300
Independence OH 44131

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

- [X] 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 ☒ Upon receipt, inspection, and acceptance of all CLINS, and

submittal of a proper invoice. All CLIN requirements must be met prior to acceptance.

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

Department of Veterans Affairs
Financial Services Center
Invoices to be Submitted Electronically
www.ob10.com/us/en/veterans-affairs/
e-Invoice Setup Info Phone 877-489-6135

LIMITATIONS ON SUBCONTRACTING - MONITORING AND COMPLIANCE

This solicitation includes 852.219-10 – VA Notice of Total Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor’s compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor’s office where the contractor’s business records or other proprietary data are retained and 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’s compliance with the limitations on subcontracting or percentage of work performance requirement.

APPLICABLE CLAUSES AND PROVISIONS:

CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

52.212-4 ADDENDUM

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/index.asp>

52.203-99 – PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS

VAAR 852.203-70 COMMERCIAL ADVERTISING

VAAR 852.211-73 BRAND NAME OR EQUAL

VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE

VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

VAAR 852.246-70 GUARANTEE

VAAR 852.246-71 INSPECTION

(End of Provision)

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

Contracting Officer checked items:

52.204-10 – REPORTING EXECUTIVE COMPENSATION & FIRST TIER SUBCONTRACT AWARDS

52.209-6 – PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

52.219-28 – POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

52.222-3 – CONVICT LABOR

52.222-19 – CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES

52.222-21 – PROHIBITION OF SEGREGATED FACILITIES

52.222-26 – EQUAL OPPORTUNITY

52.222-36 – EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

52.222-50 – COMBATING TRAFFICKING IN PERSONS

52.223-18 – ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

52.225-3 – BUY AMERICAN – FREE TRADE AGREEMENT – ISRAELI TRADE ACT

52.225-13 – RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

52.232-33 – PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 1: Room Location Report.

SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

52.212-1 ADDENDUM, QUOTE PREPARATION INSTRUCTIONS

1. Additional Instructions to Offerors. Vendors shall respond to this RFQ via email by 25 January 2017 at 4:00PM Eastern Standard Time (EST). All quotes should be sent to the Contract Specialist, Erica Skelly, at Erica.skelly@va.gov before the due date and time specified. Any quotes, modification, or revision of a quote received after the exact time specified for receipt of quotes is "late" and shall not be considered. Each offeror shall ensure the Representations and Certifications are updated at www.sam.gov. Offeror must acknowledge all amendments to this solicitation in its quote.

2. Technical quotes shall not exceed 30, single sided, typed, standard 8.5"x11" pages. Type shall be no smaller than size 12 font. The page limit does not include price sheet or past performance. All offers must list your DUNS number, CAGE code, and Federal TIN with Company name, POC, and phone number. If you need to obtain or renew a DUNS number or CAGE code, please visit <https://www.sam.gov>. Lack of registration in the SAM database will make an Offeror ineligible for award.

3. Price. Contractors must identify the unit price and total amount for each and all CLINs identified in this combined synopsis solicitation. Failure to provide a unit price and total amount for each CLIN will render the offer unacceptable. The Unit Price should be rounded to the penny to avoid rounding errors. Failure to comply with instructions will render the quote Unacceptable. The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

4. Questions. All questions regarding the RFQ package must be submitted to the above e-mail address by 23 January 2017 at 9:00 AM Eastern Standard Time (EST). Any questions asked over the telephone will not be answered. Any questions received after this date and time may not be answered.

5. Notice to Offeror: The Government reserves the right to cancel this RFQ, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs. Submitted offers shall be valid for 30 days after the closing date of the RFQ.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those

provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/index.asp>

**52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN
INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION**

52.211-6 BRAND NAME OR EQUAL

52.214-21 DESCRIPTIVE LITERATURE

52.225-18 PLACE OF MANUFACTURE

VAAR 852.270-1 REPRESENTATIVES OF THE CONTRACTING OFFICERS

(End of Clause)

(End of Addendum to 52.212-1)

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:

LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA)

(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)

52.212-2 EVALUATION OF OFFERS ADDENDUM

Evaluation of offerors will be made on an LPTA basis. The following factors will be used to evaluate offers: 1) Price and 2) Meets specifications listed in the *CLIN MINIMUM REQUIREMENTS AND DELIVERY/INSPECTION REQUIREMENTS* section of this combined synopsis solicitation.

1. Price. Total evaluated price will be determined by multiplying the quantities identified for each CLIN by the proposed unit price for each Contract Line Item Number (CLIN). The extended amounts for each CLIN will then be added together to determine the total evaluated price.

2. Meets specifications listed in salient characteristics document and spreadsheet. This factor will be determined through Government evaluation of the quoted equipment against the Governments minimum requirement as identified in the *CLIN MINIMUM REQUIREMENTS AND DELIVERY/INSPECTION REQUIREMENTS* section of this combined synopsis solicitation. If the offerors quote is not an exact

match to the line items, the quote must adequately identify the equipment's characteristics in order to confirm the offered equipment meets the Government's minimum needs.

All Offerors are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government may first evaluate the total proposed price of all Offerors. Thereafter, the Government will evaluate the technical quotation of the lowest priced Offeror only. If the lowest priced Offeror's technical quotation is determined to be rated as Acceptable, the Government may make award to that Offeror without further evaluation of the remaining Offerors' technical quotations. If the lowest priced Offeror's technical quotation is determined to be rated as Unacceptable, then the Government may evaluate the next lowest priced technical quotation, and so forth and so on, until the Government reaches the lowest priced technical quotation that is determined to be rated as Acceptable. However, the Government reserves the right to evaluate all Offerors' technical quotations should it desire to conduct discussions, or otherwise determine it to be in the Government's best interest.

(End of Addendum to 52.212-2)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS
ALTERNATE I, applies. Respond as required by clause.