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|---|--|---|--|--|--|--|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NO. | | PAGE 1 OF | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NO. | | 5. SOLICITATION NUMBER VA262-17-Q-0687 | |
| 6. SOLICITATION ISSUE DATE 04-28-2017 | | 7. FOR SOLICITATION INFORMATION CALL: a. NAME RAFAEL RUIZ | | b. TELEPHONE NO. (No Collect Calls) 909-801-5785 | | 8. OFFER DUE DATE/LOCAL TIME 05-12-2017 4pm PAC | |
| 9. ISSUED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815 | | | | CODE 00262 | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 334220 SIZE STANDARD: 1250 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 11201 BENTON ST WAREHOUSE LOMA LINDA CA 92357 | | | |
| 16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815 | | | | CODE 00262 | | | |
| 17a. CONTRACTOR/OFFEROR CODE | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center P.O. Box 149971 Austin TX 78714-9971 PHONE: FAX: | | | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | DUNS: DUNS+4: | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | | 22. UNIT | |
| | | | | | | 23. UNIT PRICE | |
| | | | | | | 24. AMOUNT | |
| (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | | |
| 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | | | | 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | | | | 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) | | 31c. DATE SIGNED | |

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR:

b. GOVERNMENT: RAFAEL RUIZ, CONTRACTING OFFICER

Department of Veterans Affairs

Network Contracting Office 22

4811 Airport Plaza Drive

Suite 600

Long Beach CA 90815

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 ☒ UPON DELIVERY

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

P.O. Box 149971

Austin TX 78714-9971

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

| AMENDMENT NO | DATE |
|--------------|------|
| | |
| | |
| | |

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

| ITEM | DESCRIPTION OF SUPPLIES/SERVICES | QTY | UNIT | UNIT PRICE | AMOUNT |
|------|--|-------|------|------------|--------|
| 0001 | EIL 820; MCA 407001 POLICE SERVICE; CSN 5820-693400; EER# 9463 8000 PORTABLE DUAL BAND rev2 APX 8000 PORTABLE RADIO, MODEL 3.5 -- DUAL BAND: VHF & 7/800 MHz FORTY FIVE (45) EA TO INCLUDE; H91TGD9PW7 LOCAL STOCK NUMBER: APX 8000 | 45.00 | EA | | |
| 0002 | SPARE BATTERY: BATT IMPRES 2 LIION R IP67 3400T LOCAL STOCK NUMBER: PMNN4486 | 45.00 | EA | | |
| 0003 | IMPRES SINGLE-UNIT CHARGER (SUC) CHARGER, SINGLEUNIT, IMPRES 2, 3A, 115VAC, US/NA LOCAL STOCK NUMBER: NNTN8860A | 6.00 | EA | | |
| 0004 | IMPRES MULTI-UNIT CHARGER (MUC) CHARGER, MULTIUNIT, IMPRES 2, 6DISP, NA/LAPLUG, ACC USB CHGR LOCAL STOCK NUMBER: NNTN8844A | 4.00 | EA | | |
| 0005 | REMOTE SPEAKER MIC (RSM) ASSY,ACCESSORY,MICROPHONE, PLUS RSM LOCAL STOCK NUMBER: PMMN4062A | 45.00 | EA | | |
| 0006 | EARPIECE (RX ONLY) RECEIVE ONLY EARBUD FOR REM SPK MIC LOCAL STOCK NUMBER: AARLN4885B | 45.00 | EA | | |
| 0007 | 7500 CONSOLETTTE DUAL BAND INTEROPERABILITY READY: TWO (2) EA APX 7500 RADIO -- DESKTOP CONSOLETTTE -- DUAL BAND: VHF & 7/800 MHZ, ANALOG CONVENTIONAL & DIGITAL TRUNKING TO INCLUDE; L30QSS9PW1AN APX75 LOCAL STOCK NUMBER: APX 7500 | 2.00 | EA | | |

| | | | | | |
|-------------|---|------|----|--------------------|-------|
| 0008 | TWO ANTENNA SYSTEM -- VHF & 7/800 MHZ TO INCLUDE; DSBA10122 RFS (154-174MHZ) OMNIDIRECTIONAL FIBERGLASS ANTENNA 2 EA @ \$535.00 DSSG401SF3SNF GROUND PLANE OMNI, 0 DBD, 768-869 MHZ ANTENNA 2 EA @ \$4 LOCAL STOCK NUMBER: ANTENNA SYSTEM | 2.00 | EA | _____ | _____ |
| 0009 | FOUR (4) MCD5000 DESKTOP REMOTE TO INCLUDE; F2380A MCD 5000 DESKSET 4 EA @ \$1,155.00 FHN7469A MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD 4EA @ \$77.00 FKN8695A ASSY,CBL,ENET CBL 10' LOCAL STOCK NUMBER: MCD5000 DESKTOP REMOTE | 4.00 | EA | _____ | _____ |
| 0010 | ONE (1) MCD 5000 RADIO GATEWAY UNIT (RGU) TO INCLUDE; F7979A MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU) 1 EA @ \$1,155.00 FHN7469A MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD 1 EA @ \$77. LOCAL STOCK NUMBER: RADIO GATEWAY UNIT | 1.00 | EA | _____ | _____ |
| 0011 | ONE (1) MCD 5000 DESKSET SYSTEM CONFIG TOOL SOFTWARE FVN5847A MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC 1 @ \$192.50 LOCAL STOCK NUMBER: SOFTWARE | 1.00 | EA | _____ | _____ |
| | | | | GRAND TOTAL | _____ |

B.3 PACKAGING AND MARKING

3.1 Marking

- 3.1.1 All items shall be marked clearly with the Contract Number, Delivery Order Number, Obligation number and delivery location within the hospital ie. Emergency-Room.

3.2 Packaging

- 3.2.1 All equipment and supplies shall be adequately packaged to prevent damage during shipping, handling and storage. Bags or packages shall be whole, intact, and not otherwise torn or damaged. Upon delivery, the Government shall examine all packages. The contractor shall be required to replace unacceptable or damaged products at the contractor's expense.

B.4 DELIVERIES, ORDERING & PERFORMANCE

4.1 Ordering:

- 4.1.1 The VA will submit a delivery order using Standard Form (SF) 1449. The contractor shall provide all supplies contained in the purchase order provided by the VA. Contractors shall not ADD or SUBSTITUTE components without prior approval from the CO responsible for the delivery order. All items provided by the contractor shall be new.

4.2 Delivery

- 4.2.1 The contractor will ship to the location listed in block 15 of the delivery order SF 1449 unless prior approval is received in writing by the CO.
- 4.2.2 Delivery schedules will be discussed with the Contracting Officer within seven (7) calendar days after receipt of a delivery order unless prior approval is received in writing by the CO.
- 4.2.3 The contractor must have the capability to receive order via facsimile transmission if necessary. The Government will generally submit all purchase orders to the contractor via email.
- 4.2.4 In the event the Government requires expedited delivery, the VA will contact the contractor and inquire into the feasibility of obtaining this condition. The contractor shall respond within twenty-four (24) hours of the request. An expedited delivery date shall be mutually agreed upon between the contractor and the VA.
- 4.2.5 All deliveries will be made Freight on Board (FOB) destination.

B.5 ADMINISTRATION DATA

5.1 Ordering, Invoice and Payment

5.1.1 The contractor shall list in the spaces below the name(s) and address(es) of customer service departments with whom the Government facilities shall place orders:

| | |
|-----------|--|
| Name: | |
| Address: | |
| | |
| | |
| Phone No: | |
| Fax No: | |
| Contact: | |
| Email: | |

5.1.2 Method of Payment

5.1.2.1 The Government's method of payment is electronic funds transfer.

5.1.3 Invoices

5.1.3.1 Invoices shall be submitted electronically through OB10 at <https://portal.ob10.com/login.aspx>

5.1.3.2 The following information shall be listed on all invoices (Failure to comply may result in refusal of an invoice resulting in delayed payment at the fault of the contractor)

- Facility's Name and address where service was provided
- A Line Item break down of usage for example:
- Line item 1 Eyeglass: 10 each at \$4.00 for a total of \$40.00.
- Include point of contact for concerns and questions. Contractor must name a specific person, phone number and email.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to

whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the

EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

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

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

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

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

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

(End of Clause)

C.3 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.4 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>

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

(End of Clause)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|------------------------------|--|--------------------|
| 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS | JAN 2017 |
| 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | NOV 2011 |
| 852.246-71 | INSPECTION | JAN 2008 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL 2016 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC 2013 |
| 852.203-70 | COMMERCIAL ADVERTISING | JAN 2008 |

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

SECTION E - SOLICITATION PROVISIONS

E. 1 ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS

This solicitation is being placed in accordance with FAR 13.5- Simplified Procedures for Certain Commercial Items and FAR 12- Acquisition of Commercial Items.

All offers must be in writing via e-mail and received no later than 4:00PM Pacific Time on **Friday** May 12, 2017. Offers must be sent to Rafael.Ruiz@va.gov

- A.** Offerors shall submit one copy of the electronic SF1449 solicitation document with all fill-ins completed through Microsoft Word or Microsoft Word Compatible software.
- B.** Offerors should thoroughly review the specifications of the solicitation and be familiar with the requirements of the solicitation prior to submitting offers in order to be fully aware of the scope of supplies and services required. Failure to do so will not relieve the successful Offeror from performing in accordance with the strict intent and meaning of the specifications without additional cost to the Government. The Government shall not reimburse any cost not incorporated into the Offeror's price.
- C.** Federal Acquisition Regulations (FAR) requires all Offerors conducting business with the Government to be registered in an online database:
 - 1) The System for Award Management (SAM) Government-wide online database for the provision of basic information and Online Representation and Certifications relative to awards. <https://www.sam.gov>.
- D.** For implementing EFT payments, please contact your financial institution for assistance in completion of the Payment Information Form – SF 388. If this form has already been completed with other procurement actions, disregard this section.
- E.** Offeror's shall not make any changes to this solicitation document, its terms, or its conditions excluding fill in boxes. Any changes made to this solicitation without the express written authorization of the CO may result in the immediate termination of an awarded BPA, Task Order or Delivery Order without compensation of costs to the offeror. In addition, any changes made without the express written permission of the Contracting Officer may result in a non-responsive offer from the offeror resulting in exclusion from this solicitation proceeding at the sole discretion of the CO.
- F.** Offeror's shall complete the attached schedule in full and contain either a price or "n/a" for items that the offeror is unable to provide.

E.2 ADDENDUM TO 52.212-2- EVALUATION-COMMERICAL ITEMS

The following factors shall be used to evaluate offers and are in descending order of importance:

1. Technical Acceptance- See the above schedule for Brand Name and models requested.
2. Price

1. Factor 1 – Technical Acceptance:

This factor will be used to determine if the proposed response meets the requirement of the agency. The following are will be evaluated to determine technical acceptance:

- **“Brand Name” supplies (i.e. exact match in Brand and Model according to the schedule)**
- **Past Performance** information gathered from various sources available to the agency. This includes review of information regarding previously awarded contracts as well as business credit standing according to credit bureaus that would lead the agency to have “good faith” in the ability of the responding company’s ability to fulfill the agency’s need.

2. Factor 2 – Price:

Offerors shall submit their price using the schedule.

Method of Award:

Award will be made to Offeror(s) on the basis of “Lowest Price Technically Acceptable” (LPTA) and shall be based on the Offeror’s ability to provide the supplies and/or services listed in the Description/Specification/Work Statement, and the evaluation factors listed above. Only the above factors will be evaluated. Award may be made without discussion under FAR part 12/13.

(End of Provision)

E.3 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

| <u>FAR Number</u> | <u>Title</u> | <u>Date</u> |
|------------------------------|---|--------------------|
| 52.233-2 | SERVICE OF PROTEST | SEP 2006 |
| 852.233-70 | PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION | JAN 2008 |
| 852.233-71 | ALTERNATE PROTEST PROCEDURE | JAN 1998 |
| 852.233-71 | ALTERNATE PROTEST PROCEDURE (MAY 2010) NOTE | MAY 2010 |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL 2016 |
| 52.212-3 | OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS | JAN 2017 |