

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 664-17-3-5023-0050	PAGE 1 OF 22
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA262-17-Q-1379	6. SOLICITATION ISSUE DATE 07-12-2017	
7. FOR SOLICITATION INFORMATION CALL:	a. NAME FREDY A ARTEAGA	b. TELEPHONE NO. (No Collect Calls) 562-766-2224	8. OFFER DUE DATE/LOCAL TIME 07-21-2017 4:00 PM		
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 type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 334112 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: 1250 Employees <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS NET 30 DAYS	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 VAMC SAN DIEGO 3350 LA JOLLA VILLAGE DRIVE SAN DIEGO CA 92161		CODE	16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 22 4811 Airport Plaza Drive Suite 600 Long Beach CA 90815		
17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____		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"/>		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
	PLEASE REVIEW THE SCHEDULE BELOW FOR DETAILS AND SUPPLIES BEING REQUESTED ALL QUESTIONS MUST BE SUBMITTED VIA EMAIL NO LATER THAN TUESDAY, JULY 18, 2017 by 4:00 PM EST VIA EMAIL TO CO: FREDY.ARTEAGA@VA.GOV THIS PROCUMENT IS FOR A FIRM FIXED PRICE (FFP) REQUEST. ALL QUOTES MUST BE RECEIVED BY FRIDAY, JULY 21, 2017 BY 4:00 PM EST (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 checked="" type="checkbox"/>			27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input type="checkbox"/>			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>		
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	

Table of Contents

SECTION A..... 1
 A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS..... 1

SECTION B - CONTINUATION OF SF 1449 BLOCKS..... 3
 B.1 CONTRACT ADMINISTRATION DATA..... 3
 B.2 PRICE/COST SCHEDULE 4
 ITEM INFORMATION 4
 B.3 SALIENT CHARACTERISTICS 5

SECTION C - CONTRACT CLAUSES 8
 C.1 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011) 8
 C.2 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012) 8
 C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017) 9
 C.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... 16

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS 18

SECTION E - SOLICITATION PROVISIONS 19
 E.1 52.212-1 INSTRUCTION TO OFFERORS (APRIL 2014)..... 19
 E.2 52.211-6 BRAND NAME OR EQUAL (AUG 1999)..... 19
 E.3 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)..... 20
 E.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014) 21

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(Continuation of Standard Form 1449, block 20)

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

a. GOVERNMENT: Fredy A Arteaga – Contracting Officer
Department of Veterans Affairs
VISN 22 - Network Contracting Office (00262)
4811 Airport Plaza Drive, Suite 600
Long Beach, CA 90815

b. Contractor:

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

52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi Annually
- c. Other UPON DELIVERY OF ITEMS

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
<http://www.tungsten-network.com/us/>

Monthly invoices shall be submitted to the VA no later than 10 days past the last day of the billing period. Contractor shall submit electronic invoices via Tungsten network or other acceptable system by VA FSC. Invoices submitted to VA FSC other than the electronic, will **NOT** be processed for payment.

Contractor may contact (877) 353-9791 for invoice inquiries. Incomplete and incorrect invoices shall be returned for correction.

ACKNOWLEDGMENT OF modifications: The offeror acknowledges receipt of modifications to the Contract numbered and dated as follows:

MODIFICATION NO.	DATE

B.2 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Cisco CATALYST 3850 24 PORT POE LAN WS-C3850-24P-L	10.00	EA		
0002	APC SMART-UPS 1500 LCD RM 120V WITH SMT1500R2-NMC	10.00	EA		
0003	Tripp Lite 6U WM RACK SWITCH DEPTH DEEP SRW6UDP	10.00	EA		
0004	Tripp Lite 24 PORT PATCH PANEL CAT5E 568B N052-024	1.00	EA		
0005	Pelco MSTR CAM PWR SUP 20AMP 4OUT/BRKR WX WCS4-20B	6.00	EA		
0006	Pelco ESPRIT 1080P WPR 120/230V PED ES5230-15N	6.00	EA		
0007	Pelco IMM 12 MP 360 ENVRMTL PEND MNDM IMM12036- 1EP	15.00	EA		
0008	Pelco DS SERVER2, 12TB, US PWR CORD DSSRV2-120-US	5.00	ea		
				GRAND TOTAL	

Please note:

Your quote should include the standard delivery cost for shipment of the all the items and any installation, if required.

All items will be delivered to: VAMC SAN DIEGO
3350 LAJOLLA VILLAGE DRIVE
SAN DIEGO CA 92161

B.3 SALIENT CHARACTERISTICS

Below are the salient characteristics for equal to products in accordance with FAR Part 52.211-6 and 852.211-73 BRAND NAME OR EQUAL

Network Switch

CATALYST 3850 24 PORT POE LAN WS-C3850-24P-L

The network switch must have integrated wireless controller capability with up to 40G of wireless capacity per switch (24-port); support for up to 100 access points and 2000 wireless clients on each switching entity; 24 10/100/1000 Mbps data PoE+ and Cisco UPOE models with energy efficient Ethernet (EEE); 24 port 1 gigabit Ethernet SFP-based models; scalability and resiliency with 480 Gbps of stack throughput; five optional uplink modules² with 4 x Gigabit Ethernet, 2 x10 gigabit Ethernet, 4x10 gigabit ethernet³; 8x10 gigabit ethernet⁴, or 2x40 gigabit Ethernet QSFP+4 ports. Dual redundant, modular power supplies and three modular fans providing redundancy, full IEEE 802.3at(PoE+) with 30W power on all copper ports in 1 rack unit (RU) form factor; IEEE 802.3bz (2.5/5 G/s BASE T) to go beyond 1 Gb/s with existing Cat5e and Cat6; IEEE 802.1ba Audio Video bridging(AVB); Software support for IPv4 and IPv6 routing, multicast routing, modular quality of service (QoS), Flexible NetFlow (FNF), and enhanced security features.

Uninterrupted Power Supply

APC SMART-UPS 1500 LCD RM 120V WITH SMT1500R2-NMC

1.0KWatts/1.44 kVA output power capacity
Nominal voltage 120V, output voltage distortion less than 5%
Output connections (6) Nema 5-15R battery backup
Typical 4ms transfer time, 8ms maximum
Maintenance free sealed lead acid battery with suspended electrolyte.
Typical recharge time 3 hours.
Expected battery life of 4-6 years
Maximum dimensions 3.5" x 17" x 18" with net weight 63 lbs.
Operating environment 32-104 °F and 0-95% relative humidity.
CSA, Energy star, FCC Part 15 Class A, UL 1778 compliant.

Rack

6U WM RACK SWITCH DEPTH DEEP SRW6UDP

Wall mount low profile rack enclosure server cabinet.
Dimensions 60 cm X 55.1 cm X 37 cm designated to house 19" rack equipment.
Constructed from heavy duty steel with a durable black powder coated finish, with maximum load capacity of 200lbs.
The side panels and front door to lock to prevent damage, tampering or theft.
Must be fully assembled and ready to mount to wall.
The vertical mounting rails to adjust in 7/8 inch increments to accommodate equipment up to 20.5 in deep.

Fiber Patch Panel

24 PORT PATCH PANEL CAT5E 568B N052-024

19-in. rackmount ready, 1U (1.75 in)
EIA/TIA 2/32 spacing
110-type termination
EIA/TIA TSB 40 Cat5e connecting hardware specifications
Color coded for both EIA/TIA 568A & 568B installations
24 ports, UL approved, ports clearly numbered both on front and back; metal frame
Connector A x 12 RJ45 female
Connector B x 12 RJ45 female

Power Supply

MSTR CAM PWR SUP 20AMP 4OUT/BRKR WX WCS4-20B

The power supply shall support PELCO ESPRIT HD Series ES5230-15N cameras and be compatible with cameras, domes, and pan/tilts.

The power supply shall have dual power supply, 4A or 20A with 1-4 outputs.

The power supply shall have selectable input voltages.

The power supply shall have a 24 VAC output or 28 VAC output for longer wire runs.

The power supply shall meet NEMA type 4x/IP66 Standard for weatherproof enclosure.

The power supply shall operate in -50°F to 122°F environment.

Pedestal Mount IP Positioning System with Integrated Optics Package & Wiper

ESPRIT 1080P WPR 120/230V PED ES5230-15N

The camera shall feature Up to 1920 x 1080 Resolution with 16:9 Aspect Ratio; 1080p at 30 Images per Second (ips) and 2.0 Megapixel (MPx), 30X Optical Zoom, 12X Digital Zoom, Wide Dynamic Range (WDR) Camera.

The system shall have the ability to Control and Monitor Video Over IPv4 and IPv6 Networks with Built-in Analytics Including AutoTracker and Adaptive Motion Detection.

The system shall support 2 Simultaneous Video Streams: Dual H.264 or H.264 and Scalable MJPEG with 360° Continuous Pan Rotation at 100° per Second.

The system shall have the following supported protocols TCP/IP, UDP/IP (Unicast, Multicast IGMP), UPnP, DNS, DHCP, RTP, RTSP, NTP, with Electronic Image Stabilization (EIS) and Pan/Tilt and Enclosure with Integrated Optics Package (IOP) or Pressurized Integrated Optics Cartridge (IOC).

Optical Zoom 30X; Digital Zoom 12X; Maximum Resolution 1920 x 1080; Lens f/1.6 ~ f/4.7, focal length 4.3 mm (wide) ~ 129.0 mm (tele); Horizontal Angle of View 59.5° (wide) ~ 2.1° (tele); Aspect Ratio 16:9; Light Sensitivity with Color (33 ms) 0.65 lux Color (250 ms) 0.07 lux; and Mono (33 ms) 0.20 lux; with Day/Night Capabilities and IR Cut Filter and Wide Dynamic Range 80 dB.

The system shall be capable of video encoding H.264 High, main, or base profile.

The system shall be powered by a 24VAC outdoor power supply 120/240 VAC input and four fused 24/28 VAC outputs totaling current capacity of 20A.

360° Outdoor Panoramic Network Dome Camera with Clear Bubble:

IMM 12 MP 360 ENVRMTL PEND MNM IMM12036-1EP

Minimum required resolution at each sensor shall be 12MP (4x): 2048 x 1536.

The sensitivity limits shall be as follows: color (33ms): 0.5 lux at f/2.5 and mono (33ms): 0.2 lux at f/2.5, with day/night support availability.

The range of the camera shall be as follows: detection at 130', classification at 70', recognition at 45', and identification at 19'.

The focal lens length shall have, 360° horizontal field of view, and 73° vertical field of view.

The streaming shall be bi-directional, full or half duplex.

The mechanical dome attenuation shall be f/0.0 light loss with 370° pan adjustment and 0 to 180° tilt adjustment.

The Network shall be able support up to 20 simultaneous users and unlimited users H.264.

The security access shall be password protected with web browser view and setup. The supported protocols shall be TCP/IP, UDP/IP, UPnP, DNS, DHCP, RTP, RTPS, NTP, IPv4, IPv6, SNMP v2c/v3, QoS, HTTP, HTTPS, SSH, SSL, SMTP, FTP, ARP, ICMP, and 802.1x(EAP).

Video encoding shall be H.264 High, Main, or Base profiles, with bit rate at 25 Mbps.

The camera shall have an RJ-45 connector for 1000Base-T 1 Gb/sec Auto MDI/MDI-X PoE+; Class 4 Category 5 or better network port with power input through PoE+ (IEEE 802.3at, Class4).

The camera shall have Pelco System VideoXpert, Digital Sentry, Open API Pelco API, Panomersive SDK, ONVIF Profile S and G integration capability.

Network Video Recorder

DS SERVER2, 12TB, US PWR CORD DSSRV2-120-US

The NVR shall be powered by 100 to 240 VAC, 50/60 Hz, autoranging.

The system drive shall be 12TB internal SSD storage drive with 6, 3.5-inch hard drive bays and have 3 USB 2.0 ports and 2 USB 3.0 ports.

The video shall be Intel HD Graphics P4700 shared memory with 3840 x 2160 per Display Port output (2X) and 1920 x 1200 at 60 hz on VGA and DVI-D outputs, supporting MPEG-4 ASP; H.264 Baseline, Main, and High profiles and interfaced with Gigabit Ethernet (1000Base-T) ports (2x).

The audio decoding shall support G.711 speech codec with 64 kbps bit-rate and elctret microphone input with up to 3 Vp-p, adjustable 8ohms outputs.

The system shall be windows 7 ultimate 64-bit with 8 gb DDR3 non-ECC RAM with internal RAID 5 level.

The information identified above is intended to be descriptive, not restrictive and to indicate the quality that will be satisfactory. The interested parties bear full responsibility to ensure their submission demonstrates to the government that they can provide the brand name or equal to supplies being requested.

SECTION C - CONTRACT CLAUSES

C.1 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes . 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 offices 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.

C.2 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.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (NOV 2016) of 52.219-9.
- (v) Alternate IV (NOV 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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

(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

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

(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

(47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

(50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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

(1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the

other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

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

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

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)

FAR
Number

Title

Date

852.246-71	INSPECTION ALTERNATE I (JAN 2008)	JAN 2008
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
852.246-70	GUARANTEE	JAN 2008
52.213-9	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	APR 2016

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

THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTION TO OFFERORS (APRIL 2014)

Submitting your quote: Submit your company's quote in writing to the email address specified in Section B.1 (Government Point of Contact) of the RFQ. You may submit more than one (1) quote. If you do, we will evaluate each separately. Quotes must be limited to no more than 15 (fifteen) pages (not to include pricing schedule).

Submission deadline: We must receive your quote to by 4:00 p.m. EST. We will not consider any quote that we receive after the deadline unless we receive it before we issue a contract award and considering it will not delay our contract award.

Terms and content of your quote: Your quote must be based on the terms of this RFQ. Your quote must contain all of the information described below.

Business Status: In order to submit a quote, you must know whether your company's business size. The business size standard that applies to this purchase is stated in North American Industry Classification System (NAICS) CODE section of the first sheet of this RFQ, along with the NAICS code on which it is based.

Company submission:

Submissions to this solicitation must show clear, compelling and convincing evidence that all "equal to items" meet all the salient characteristics. In other words, the quote, as submitted, either meets the acceptability requirements of the criterion, or it doesn't. No other rating or quantitative value other than acceptable or unacceptable will be assigned.

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.

System for Award Management (SAM): You must register in SAM before we will issue a purchase order to you. If you do not register by the date of award. Once registered, you must remain registered throughout performance until final payment. Go to <https://www.acquisition.gov> for information on SAM registration and annual confirmation.

E.2 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

- (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

- (i) Brand name, if any; and
- (ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

E.3 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. **CAUTION TO BIDDERS.** The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

The clause entitled "Brand name or equal" applies only to the following line items:

Item	Manufacturer	Product Name	Quantity
1	Cisco	CATALYST WS-C3850-24P-L ETHERNET SWITCH	10
2	APC	SMART-UPS 1500 LCD RM 120V WITH BNDL NET	10
3	Tripp Lite	TRIPP LITE, SMARTRACK 6U LOW-PROFILE SWI	10
4	Tripp Lite	24 PORT CAT5 RACKMOUNT PATCH PANEL 568B 110 PUNCH 1URMTAA, N052-024	1
5	Pelco	PELCO POWER SUPPLY 12 AMP 4 OUTPUT BREA, WCS420B	6
6	Pelco	PELCO ESPRIT HD SERIES ES5230-15N PEDESTAL MOUNT IP POSITIONING SYSTEM WITH INTEGRATED OPTICS PACKAGE & WIPER	6
7	Pelco	PELCO OPTERA IMM SERIES 12MP 360 ⁰ OUTDOOR PANORAMIC NETWORK DOME CAMERA WITH CLEAR BUBBLE IMM12036-1EP	15
8	Pelco	PELCO DSSRV2-120-US DIGITAL SECURITY H.264 NETWORK VIDEO RECORDER, 12TB	5

(End of Clause)

E.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

Technical acceptability shall be established by review of each submitted quote, attachments, and/or information by the designated technical evaluator/s and verification that any “brand name” or “equal to items” meet all the salient characteristics included in this solicitation. No other rating or quantitative value other than acceptable or unacceptable will be assigned.

Once technical acceptability has been established, the Contracting Officer shall award to the Lowest Price Technically Acceptable (LPTA).

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

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

(End of Provision)