

Combine Synopsis/Solicitation

General Information

Document Type: RFQ
RFQ Number: VA256-17-Q-0914
Posted Date: 08/03/2017
Response Date: 08/09/2017 @ 10:00 AM CST
Classification Code: 6515
Set Aside: Service Disabled Veteran Owned Small Business
NAICS Code: 339112

Contracting Office Address

ATTN: Joey Grismore
Department of Veteran Affairs -Contracting office
Michael E. DeBakey VA Medical Center
2002 Holcombe Boulevard
Houston, TX 77030

Description

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.

This is a request for quotations (RFQ). The quote document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-94, 2005-95 / 01-19-2017.

This RFQ is set aside for Service Disabled Veteran Owned Small Businesses.

The associated North American Industrial Classification System (NAICS) code for this procurement is 339112, with a small business size standard of 750 employees.

The Network Contracting Office 16 is seeking a vendor that will provide the necessary equipment to the Michael E. DeBakey VA Medical Center, Warehouse, Attn: (David Perez x25925), 2002 Holcombe Boulevard Houston, TX 77030.

All questions regarding this RFQ must be in writing and will be sent by e-mail to Joey.grismore2@va.gov. no later than August 07, 2017 at 10:00 AM. No further questions will be accepted after that date and time.

You are reminded that representatives from your company **SHALL NOT** contact any VA Medical Center employees to discuss this RFQ during this RFQ process. All questions and concerns regarding this RFQ shall be directed to the Contracting Officer.

Item	Part #	Product Name	Qty	Unit Price	Amount
001	47172	Supplementary PillCam recorder kit, DR3	1		
002	FGS-0347	PillCam recorder DR3	1		
003	FGS-0583	PillCam recorder DR3 cradle kit	1		
004	FGS-0568	PillCam sensor belt 2T DR3 SB3	1		
005	47173	Patient Access Promotion	1		
006	400100117	RAPID Software Kit, v8	1		
007	FGS-0347	PillCam recorder DR3	1		
008	FGS-0583	PillCam recorder DR3 cradle kit	1		
009	FGS-0568	PillCam sensor belt 2T DR3 SB3	1		
0010	FGS-0110	PillCam patency capsule 5-pack	1		
0011		Shipping			
		Total Bid			\$

QUOTE FORMAT AND EVALUATION CRITERIA

1. Offerors shall provide only one quote. Quotes should be emailed to joey.grismore2@va.gov NLT, August 09, 2017 at 10:00 AM. Non-compliance with this requirement will result in disqualification of the quote.
2. The quotes will be evaluated on a lowest price technically acceptable.
3. All vendors must be registered and complete all entries in the System for Award Management (SAM) in order to be considered for award. Potential vendors may register at the following web site: <https://www.sam.gov/portal/public/SAM>.
4. Vendors shall provide a minimum quote acceptance period of **90** days after RFQ closing for offers.
5. Award: The offeror's initial quote should contain the offeror's best terms from a price standpoint. Offerors are cautioned to submit sufficient information and in the format specified in the quote instructions. Offerors may be contacted to resolve minor or clerical errors and the Contracting Officer reserves the right to award without further conversations.

The government intends to award a contract resulting from this RFQ that will include the terms and conditions set forth herein. To facilitate the award process, ALL quotes shall include a statement regarding the terms and conditions herein as follows:

"The terms and conditions in the RFQ are acceptable to be included in the award document without modification, deletion, or addition."

OR

"The terms and conditions in the RFQ are acceptable to be included in the award document with the exception, deletion, or addition of the following:"

Offeror shall list exception(s) and rationale for the exception(s).

Offerors must complete annual representations and certifications on-line at <http://www.acquisition.gov> in accordance with FAR 52.212-3, "Offerors Representations and Certifications—Commercial Items."

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/index.asp>

- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
- 52.204-4 Printed or Copied Double Sided on Postconsumer Fiber Content Paper (MAY 2011)
- 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- 52.212-4 Contract Terms and Conditions –Commercial Items (JAN 2017)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JAN 2017)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)
- 52.222-19 Child Labor--Cooperation with Authorities and Remedies (OCT 2016)
- 52.222-35 Equal Opportunity for Veterans (OCT 2015)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)
- 52.222-37 Employment Reports on Veterans (FEB 2016)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-50 Combating Trafficking in Persons (MAR 2015)
- 52.222-54 Employment Eligibility Verification (OCT 2015)

- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUNE 2008)
- 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013)

(End of Clause)

852.203-70 Commercial Advertising (JAN 2008)

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

(End of Clause)

852.219-10 VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (JULY 2016) (DEVIATION)

(a) Definition. For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern”:

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;
 - (2) Supplies (other than acquisition from a non-manufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.
- (d) A joint venture may be considered a service-disabled veteran owned small business concern if—
- (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;
 - (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and
 - (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.
 - (4) The joint venture meets the requirements of 13 CFR 125.15(b).
- (e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

852.232-72 Electronic Submission of Payment Requests (NOV2012)

(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, e-mail, 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)

852.246-70 Guarantee (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of one year, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government,

replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

852.246-71 Inspection (JAN 2008)

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

(End of Clause)

52.209-5 Representation by Corporations Regarding an Unpaid Tax Liability or a Felony Conviction Under Any Federal Law(Deviation) (March 2012)

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

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

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

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

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

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

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

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

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is

not delinquent in cases where enforced collection action is precluded.

(2) Examples.

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

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of Provision)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Priced contract resulting from this RFQ.

(End of Provision)

52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment Michael E. DeBakey VA Medical Center 2002 Holcombe Boulevard Houston, TX 77030

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

(End of Provision)

852.233-70 Protest Content/Alternative Dispute Resolution (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

852.233-71 Alternate Protest Procedure (JAN 1998)

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

(End of Provision)

852.270-1 Representatives of Contracting Officers (JAN 2008)

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

(End of Provision)