

RFQ #: VA262-17-Q-1611

**PROJECT TITLE: ENOVATE COMPUTER ON WHEELS CART MAINTENANCE FOR
VA SAN DIEGO HEALTHCARE SYSTEM (VASDHS)**

This is a combined synopsis/solicitation for commercial services/items prepared in accordance with the format in FAR Subpart 12.6 in conjunction with FAR Part 13, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a separate written solicitation will not be issued. This combined synopsis/solicitation is issued as a request for quote (RFQ) VA262-17-Q-1611.

Submit written offers in accordance with Addendum to FAR 52.212-1, Instruction to Offerors outlined in pages 20-21 of this solicitation. Oral offers will not be accepted. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-95 effective January 19, 2017. North American Industrial Classification Standard (NAICS) 811219, *Other Electronic and Precision Equipment Repair and Maintenance*, with a Size Standard of \$20.5M apply to this procurement. This requirement is a Total Small Business Set-aside.

VASDHS intend to award a firm fixed price contract for one (1) technician, one (1) day each week for (8) hours per day, to perform maintenance on Enovate Medical Computer on Wheels Carts and have replacement parts stored onsite. A service contract will be awarded for the required services in accordance with the Statement of Work. The service will begin upon receipt of Notice of award of contract, which will be for one (1) year. The contractor shall provide all supplies, materials, parts, equipment, labor, supervision, management and transportation to perform all task to provide the required service in accordance with the Statement of Work.

This procurement is being conducted under FAR Subpart 13.5 – Simplified Procedures for Certain Commercial Items.

This procurement is a Total Small Business Set-aside. The successful Offeror must be registered with the System for Award Management (SAM) (<https://www.sam.gov>) at the time of award.

1. Quote shall be valid through 09/30/2017.
2. Please see RFQ for detailed description of requirements.
3. All questions or comments must be provided to the Contract Specialist (CS) in writing via email no later than (NLT) August 25, 2017 at 1:00pm PST. Answers will be posted NLT August 28 at 4:30 PM PST. Telephone and other means of oral communication will not be permitted.
4. Quotes must be sent to Contract Specialists Duwane Snyder, duwane.snyder@va.gov, **no later than Friday September 1, 2017 at 10:00AM PST.**

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SECTION A – CONTRACT ADMINISTRATION

A.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: _____

b. GOVERNMENT: Contracting Specialist Duwane B. Snyder 36C262

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 Monthly

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.

Tungsten Network

<https://www.tungsten-network.com>

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

AMENDMENT NO	DATE

A.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-6 Notice of Total Small Business Set-Aside - Alternate I. 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.

A.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011)

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

SECTION B - SCHEDULES

B.1 STATEMENT OF WORK

1. BACKGROUND

The VA San Diego Healthcare System (VASDHS) has identified a need for preventative maintenance and repair services for an estimated seventy-six (76) Enovate Computer on Wheels Carts. The Contractor shall provide all supplies, materials, parts, equipment, labor, supervision, management and transportation to perform all tasks as identified below. All work is to be performed in accordance with the guidelines established by Federal, State, and local ordinances, Manufacturer's Service Manual, Quality Control Manual, and with all terms conditions, provisions, schedules and specifications herein.

2. DESCRIPTION OF SERVICES

The contractor shall provide a technician to repair, service, and maintain all (76) Enovate Medical, computer on wheels, carts and maintain a parts cache at VASDHS Medical center located at 3350 la Jolla Village Drive, San Diego CA 92161. Space for the contractor to store parts and provide the required service will be provided by VASDHS.

3. SPECIFIC TASKS

THE CONTRACTOR SHALL PERFORM THE FOLLOWING TASKS:

- a. Provide one (1) onsite technician, for one (1), eight (8) hour day each week of the calendar year.
- b. Contractor's technician shall coordinate with the Equipment Repair Shop Supervisor on all repairs and services that need to be completed during the technicians scheduled work day. If there are no repairs to be completed during the technician's work day, the technician shall perform preventative maintenance on the Enovate Computer on Wheels Carts.
- c. Prior to the beginning of the Period of Performance, the Contractor shall coordinate with the Equipment Repair Shop Supervisor the location where the technician will perform the required services and where the spare parts cache will be stored.
- d. The Contractor shall maintain onsite, at a minimum, the following authentic Enovate Medical parts and supplies:

Item Number	Part Number	Description	Unit	Quantity
0001	HC0100015	Solenoid, Latching Magnet Shultz	EA	7
0002	HC0100245	Power VAR Power Supply	EA	2
0003	HC0100446	40 Amp 12Volt ICC Nexergy Lithium Battery	EA	2
0004	HC0300010	Fuse, 30 amp	EA	10
0005	HC0300012	Fuel Gage Membrane/Console Non Tactile B	EA	10
0006	HC0300014	Keypad Membrane RT side 1-5 (non tactile)	EA	10
0007	HC0300035	EMC Med Override Solenoid Board (New)	EA	5
0008	HC0300082	Fuse, 10 Amp Mini	EA	10
0009	HC0300118	Up Down Membrane (Non Tactile)	EA	10
0010	HC0400189	Chac Board Assembly	EA	5
0011	HC0400222	Cable, EMC Med Solenoid with Molex 8 ¾	EA	7
0012	HC0400225	Powered Actuator Handle w/Drawer	EA	5
0013	HC0400448	EMC Base Assembly, 5 Casters	EA	3

0014	HC0400630	Plug-in Power HCMM for LCD Shunt on PIN	EA	5
0015	HC0400632	Reinforced VESA, Monitor Pole Upper Assembly	EA	5
0016	HC0400829	Mobius Column Raceway and Harness Assembly	EA	5
0017	HC0800049	EMC LCD Work Surface Assembly	EA	7

4. HOURS OF WORK:

VA Greater Los Angeles Healthcare System	8:00 AM – 4:30 PM
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**** Excluding National Holidays**

5. NATIONAL HOLIDAYS: This section only applies to Items Number 3 and 4 of Paragraph B.4.

New Year's Day	January 01
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 04
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

If the holiday falls on a Sunday, the following Monday will be observed as a National holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National holiday by U.S. Government Agencies, and any day specifically declared by the President of the United States of America.

Authorization must be obtained from the Contracting Officer or the Contracting Officer's Representative (COR) in advance for any work performed outside of normal working hours (after 4:00 p.m. and before 8:00 a.m. Monday through Friday, any Saturday, Sunday, or Federal holiday), to arrange for all services on this station. If this authorization is given for the convenience of the Contractor, there will be no additional charge for labor, travel time, or other expenses.

OVERTIME & HOLIDAY PAY: Any overtime and/or holiday pay that may be entitled to the Contractor's employees shall be the sole responsibility of the Contractor and shall not be billed to nor reimbursed by the Government.

Contractor will bill and be paid for actual services provided by Contractor personnel. Contractor will not be paid for "availability" or "on-call" services unless otherwise provided herein.

6. CONTRACTOR PERSONNEL BACKGROUND REQUIREMENTS:

The Office of Security and Law Enforcement provides Department-wide policy on the assignment of appropriate position sensitivity designations associated with Department of Veterans Affairs (VA) positions involving national security and public trust responsibilities, and on the level of background investigations required for applicants for, and incumbents of, those positions. In addition to VA employees, the policy and

investigative requirements are applicable to Contractor personnel who require access to VA computer systems designated as sensitive.

Personnel who require access to VA computer systems shall be subject to all necessary background investigations and receive a favorable adjudication from the VA Office of Security and Law Enforcement to ensure compliance with such policy. If such investigation has not been completed prior to contract commencement, the Contractor shall be responsible for the actions of those individuals performing under the contract.

Should the contract require Contractor personnel to maintain U.S. citizenship, the Contractor shall be responsible for compliance. Regardless of U.S. citizenship requirements, Contractor personnel are required to read, write, speak, and understand the English language, unless otherwise specified in this contract or agreed to by the Government.

The cost of such investigations shall be borne by the Contractor, either in advance or as reimbursement to the Government. The level of sensitivity shall be determined by the Government on the basis of the type of access required. The level of sensitivity will determine the depth of the investigation and the cost thereof. At this time, the current estimated costs for such investigations are as follows:

Level of Sensitivity	Background investigation level	Approximate Cost
Low Risk	National Agency Check with Written Inquiries	\$381.00
Moderate Risk	Minimum Background Investigation	\$1,730.00
High Risk	Background Investigation	\$4,431.00

The Contractor shall be required to furnish all applicable employee information required to conduct the investigation, such as, but not limited to, the name, address, and social security number of Contractor personnel. The VA will provide all the necessary instructions and guidance for submission of the documents required to conduct the background investigation. Background investigations shall not be required for Contractor personnel who will not be required to access VA computer systems nor gain access to sensitive materials.

7. CONTRACTOR PERSONNEL:

The Contractor shall provide a contract program manager who shall be responsible for the performance of the work. The name of this person shall be designated in writing to the Contracting Officer. The Contractor's Program Manager shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

PROGRAM MANAGER

Company Name:
Address:
Phone No:
Contact Name:
Email:

8. CONTRACTOR EMPLOYEES:

The Contractor shall not employ persons for work on this contract if such employee is identified to the Contractor as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

Contract Personnel shall be subject to the same quality assurance standards or exceed current recognized national standards as established by the Joint Commission (JC).

BADGE: Contractor shall obtain a "Contractor I.D Badge" from the VA Police. All Contractor personnel are required to wear I.D Badge during the entire time on VA facility. The I.D Badge **MUST** have an identification picture and shall state the name of the individual and the company represented.

PARKING: It is the responsibility of the contract personnel to park in the appropriate designated parking areas. Parking information is available from VA Police & Security Service Office. The Contractor assumes full responsibility for any parking violations. The VASNHS does not validate or make reimbursement for parking violations of the contractor's personnel.

SMOKING: Contractor personnel may smoke only in designated areas. It is the responsibility of the VISN 22 Healthcare Facilities to provide a safe and healthful environment for employees and patients and to serve as a leader in community health awareness and education. It is in fulfillment of this obligation that the facilities are committed to the establishment of a smoke-free environment. This policy applies to every location in the Healthcare Facilities. There shall be no smoking within 25 feet of all entrances to buildings. Smoking is allowed in all outside areas that are 25 feet away from entrances to buildings unless indicated otherwise. Enclosed patios connected to facility buildings are considered part of the building and as such are non-smoking areas.

ADP SECURITY: Protection of Computer Equipment, confidentiality of patient information, and the integrity of computer software/data at all Healthcare Facilities are essential. Software installed on each PC is copyrighted and copy of software for use elsewhere is prohibited. In the event of a possible security violation, the Healthcare Center's ADP Security Committee shall investigate and recommend corrective action to the appropriate agency.

9. INSURANCE COVERAGE:

The Contractor agrees to procure and maintain, while the contract is in effect, Workers Compensation and Employee's Public Liability Insurance in accordance with Federal and State of California and/or Nevada laws. The Contractor shall be responsible for all damage to property, which may be done by him, or any employee engaged in the performance of this contract.

The Government shall be held harmless against any or all loss, cost, damage, claim expense or liability whatsoever, because of accident or injury to persons or property of others occurring in the performance of this contract.

Before commencing work under this contract, the Contracting Officer shall require the Contractor to furnish certification from his/her insurance company indicating that the coverage specified by FAR 52.228-5 and per FAR Subpart 28.307-2 has been obtained and that it may not be changed or canceled without guaranteed thirty (30) day notice to the Contracting Officer.

Contractor is required to provide copies of proof of Workers Compensation and Employee Public Liability Insurance within fifteen (15) calendar days after notification of contract award.

10. INVOICING & PAYMENT:

Contractor shall list in the space below the name(s) and Address(es) of customer service department with whom the Government facilities shall place orders:

Company Name:
Address:
Phone No:
Contact Name:
Email:

The Contractor shall submit in arrears a properly completed itemized invoice in accordance with FAR clauses 52.212-4(g) Contract Terms and Conditions – Commercial Items via Tungsten Network, <http://www.tungsten-network.com/US/>.

Invoices submitted for payment shall be reviewed for accuracy and shall be subject to approval by the Government prior to issuance of payment.

The invoice **MUST** be itemized to include the following information.

1. Facility name and address where service was provided
2. Contract number
3. Purchase order number
4. Hours
5. Cost
6. Date

No advance payments shall be authorized. Payment shall be made on a monthly arrears for services provided during the billing month in arrears in accordance with FAR 52.212-4, para. (i) Upon submission of a properly prepared invoice for prices stipulated in this contract for services delivered and accepted in accordance with the terms and conditions of the contract, less any deductions stipulated in this contract.

Payment of invoices may be delayed if the appropriate invoices as specified in the contract are not completed and submitted as required.

11. SECURITY:

The contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard contract language, conditions laws, and regulations. The contractor’s firewall and web server shall meet or exceed the government minimum requirements for security. All government data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA project manager and the VBA Headquarters Information Security Officer within 4 hours. The contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification accreditation.

The Veterans Affairs Acquisition Regulation (VAAR) security clause (cited below) must be included in all contracts:

12. TRAINING:

- A. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the VA Handbook 6500.6 *Contractor Rules of Behavior*, Appendix D relating to access to VA information and information systems;
 - (2) Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
 - (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*
- B. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- C. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

These requirements are in addition to any other training that may be required of the contractor and subcontractor(s).

Payment of invoices may be delayed if the appropriate invoices as specified in the contract are not completed and submitted as required.

13. SECURITY:

The contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard contract language, conditions laws, and regulations. The contractor's firewall and web server shall meet or exceed the government minimum requirements for security. All government data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA project manager and the VBA Headquarters Information Security Officer within 4 hours. The contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification accreditation.

The Veterans Affairs Acquisition Regulation (VAAR) security clause (cited below) must be included in all contracts:

14. TRAINING:

- D. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the VA Handbook 6500.6 *Contractor Rules of Behavior*, Appendix D relating to access to VA information and information systems;
 - (2) Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
 - (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*
- E. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- F. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

These requirements are in addition to any other training that may be required of the contractor and subcontractor(s).

B.2 PRICE/COST SCHEDULE

Item Number	Description of Service/Supply	Quantity	Unit	Unit Price	Annual Amount
0001	Period of Performance: 09/18/2017 – 09/17/2018 Enovate Computer on Wheels Cart Maintenance in accordance with the Statement of Work	12	MO	_____	_____
0002	Initial Cache of spare parts for the Enovate Computer on Wheels Carts in accordance with the Statement of Work	1	LT	_____	_____
				TOTAL	_____

SECTION C - CONTRACT CLAUSES

C.1 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.2 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to—

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or services contracts.

(End of Clause)

C.3 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</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
852.203-70	COMMERCIAL ADVERTISING	JAN 2008

SECTION D - SOLICITATION PROVISIONS

D.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS— COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

Submit your company's quote in writing via email utilizing either PDF or Word format. You may not submit more than one quote. If a concern submits more than one quote all quotes will be rejected and the company will be considered nonresponsive. Quotes received that do not have all information in accordance with this RFQ will be considered unacceptable and the company will be deemed nonresponsive.

Information to be submitted:

Put the following information on the first page of your quote:

Contractor's Cover Page

1. Contractor: _____
2. Address: _____
(address line 1)

(address line 2)

(City – State - Zip)
3. Point of Contact: _____
4. Phone Number: _____
5. Email Address: _____
6. DUNS: _____

Beginning on the second page of your quote, provide the following information:

1. All quotes shall include a statement regarding the terms and conditions herein as follows:
 - a. "The terms and conditions contained in the RFQ are acceptable to be included in the award document without modification, deletion or addition."

Or

b. “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:”

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

AMENDMENT NO	DATE

The above amendment section must be filled out if an Amendment(s) is sent to the offeror or posted on www.FBO.gov and must be returned with the RFQ package. Failure to acknowledge amendment(s) may constitute rejection of the offer.

3. Offerors shall complete the pricing schedule located in paragraph B.2 on pages 11 of this RFQ.

Per FAR 13.106-2 – Evaluation of Quotations or Offers:

Price: The Government will utilize a comparison of price amongst responsible quotes.

The Government intends to award a contract as a result of this RFQ to the responsible offeror whose offer conforms to the RFQ requirements and is the lowest price. Quotes will be evaluated for acceptability only and shall not be rated. Offerors must be determined responsible per the standards of FAR Part 9 to be eligible for award.

D.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	JAN 2017
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	JAN 2017
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	OCT 2014
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012
852.273-70	LATE OFFERS	JAN 2003

(End of Provision)

(End of Addendum to 52.212-1)