

RFQ #: **VA262-17-Q-1940**  
PROJECT TITLE: **CUSTOM ULTRASONIC REPROCESSOR 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, 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-1940.

Submit written offers in accordance with Addendum to FAR 52.212-1, Instruction to Offerors outlined in pages 21-23 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.

VASDHS intends to award a firm fixed price contract for Custom Ultrasonic Reprocessor Maintenance. The successful Offeror must be registered with the System for Award Management (SAM) (<https://www.sam.gov>) at the time of award.

1. Please see Addendum to FAR 52.212-1, Instruction to Offerors on pages 21-23.
2. Quote shall be valid through 10/30/2017.
3. Please see RFQ for detailed description of requirements.
4. Quotes must be sent to Contract Specialists Duwane Snyder, [duwane.snyder@va.gov](mailto:duwane.snyder@va.gov), **no later than September 15, 2017 at 10:00AM PST.**

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**Table of Contents**

<b>SECTION B - CONTINUATION OF SYNOPSIS/SOLICITATION.....</b>	<b>3</b>
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011) .....	4
B.3 SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011) .....	4
B.4 STATEMENT OF WORK.....	4
B.5 PRICE/COST SCHEDULE .....	9
ITEM INFORMATION .....	9
<b>SECTION C - CONTRACT CLAUSES .....</b>	<b>12</b>
C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	12
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017) .....	12
C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	19
C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	19
C.5 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014).....	20
<b>SECTION D - SOLICITATION PROVISIONS.....</b>	<b>21</b>
D.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS .....	21
D.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) .....	23

## SECTION B - CONTINUATION OF SYNOPSIS/SOLICITATION

### B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

b. GOVERNMENT: Contracting Officer 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

## **B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. 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.

## **B.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.

## **B.4 STATEMENT OF WORK**

### **1. OBJECTIVE:**

The contractor shall provide quarterly scheduled Preventative Maintenance Inspections (PMI) and intervening service calls for four (4) Custom Ultrasonic endoscope processors and one (1) neutralizations cart.

**2. BACKGROUND:**

VA San Diego Healthcare System (VASDHS) has four (4) Custom Ultrasonic endoscope processors that needs quarterly on-site PMI.

**3. SCHEDULE OF SERVICES:** The intent of the Government to award a Firm-Fixed Price contract for maintenance and repair of Custom Ultrasonic endoscope processors and neutralization cart.

ITEM	DESCRIPTION	EST QTY	UNIT
1	Custom Ultrasonic Endoscope Processor Model: 83-2 S/N: 090508-B EE #: 57843 Room: 3147-1	4	Quarters
2	Custom Ultrasonic Endoscope Processor Model: 83-2 S/N: 090508-A EE #: 57844 Room: 3147-1	4	Quarter
3	Custom Ultrasonic Endoscope Processor Model: 83 Plus -2 S/N: EQ3885 EE #: 68914 Room: 3147-1	4	Quarter
4	Custom Ultrasonic Endoscope Processor Model: 83 Plus-2 S/N: EQ3964 EE #: 68915 Room: 3147-1	4	Quarter
5	Custom Ultrasonic Neutralization Cart Model: None S/N: 11Z391 EE #: 75331 Room: 3147-1	4	Quarter

**4. SCOPE:**

The contractor shall perform four (4) on-site PMI each year during the contract period for the equipment listed in the schedule of services. PMI shall be scheduled quarterly unless otherwise directed by the Contracting Officer Representative (COR). Hardware, parts and filters shall be included in service agreement. On-site service calls will have a response time of 2 business days.

The contractor shall provide the COR an electronic copy of the field service report after every PMI or on-site service call. At a minimum, this report must contain a detailed description of any services or repairs performed for each item of equipment, and must also include a listing of replacement parts, when applicable, total hours of service, safety check, performance data, and the date. The report will also include any contractor recommendations necessary to maintain the equipment in optimum operating condition. Contractor shall document and report to the COR any unsafe conditions or signs of misuse or abuse in regards to this medical equipment.

Intervening service calls will be rendered as directed by the COR. All services (PMI's and intervening service calls) shall be performed in accordance with original manufacturer's specifications and FDA guidelines.

The VA shall not furnish parts and/or test equipment for the performance of this contract. It is the responsibility of the contractor to bring the appropriate equipment and/or supplies necessary to complete the required repair or service.

Government property shall not be removed from VASDHS without a signed property pass. This property pass may be obtained after the removal is authorized by the Contracting Officer or COR. If sensitive data is stored on the device, the Facility Information Security Officer must be involved and should approve the process of removing equipment from the government site. Equipment shall not be removed by the contractor from the government site for minor repairs. The Vendor assumes full responsibility for the equipment while it is off-site or in transit.

## **5. PARTICIPATING HEALTHCARE SYSTEM:**

<b>VA San Diego Healthcare System</b> 3350 La Jolla Village San Diego, CA 92161
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## **6. PERIODS OF PERFORMANCE:**

Base Year: 10/01/2017 – 09/30/2018

Option Year I: 10/01/2018 – 09/30/2019

Option Year II: 10/01/2019 – 09/30/2020

Option Year III: 10/01/2020 – 09/30/2021

Option Year IV: 10/01/2021 – 09/30/2022

## **7. HOURS OF WORK:**

VA San Diego Healthcare System	8:00 AM – 4:30 PM
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*\*\* Excluding National holidays.*

### **NATIONAL HOLIDAYS:**

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.

**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.

**8. 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:

<b>Level of Sensitivity</b>	<b>Background investigation level</b>	<b>Approximate Cost</b>
Low Risk	National Agency Check with Written Inquiries	\$ 381.00
Moderate Risk	Minimum Background Investigation	\$ 1,730.00
High Risk	Background Investigation	\$ 4,430.00

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.

**9. CONTRACTOR PERSONNEL:**

A. PROGRAM MANAGER: 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.

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

B. 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).

C. **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.

D. **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.

E. **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.

#### **10. 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 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 and 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.

#### **11. 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:
Fax No:
Contact Name:
Email:

The Contractor shall submit in arrears a properly completed individual itemized invoice in accordance with FAR clauses 52.212-4(g) Contract Terms and Conditions – Commercial Items to:

Tungsten Network

<http://www.tungsten-network.com/customer-campaigns/veterans-affairs/>

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. Quantity
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.

## B.5 PRICE/COST SCHEDULE

### ITEM INFORMATION

Price/Cost Schedule shall be completed in its entirety to be considered responsive.

Item Number	Description of Services	Quantity	Unit	Unit Price	Annual Amount
0001	Contract Period: Base Year Period of Performance: 10/01/2017 – 09/30/2018  Quarterly Preventative Maintenance for four (4) Custom Ultrasonics System 83-9 Serial #'s 041610-G/072610-G/090508-A/090508-B	4	QTR	_____	_____
0002	Quarterly Preventative Maintenance for Custom Ultrasonics Disinfectant Transfer Cart, Serial # 112211-H	4	QTR	_____	_____
0003	Preventative Maintenance Upgrade to include up to ten (10) service calls (including time and travel) for each year of the Maintenance Contract.	1	EA	_____	_____
0004	Additional service calls in addition to the ten (10) included in Item Number 0003.	1	HR	_____	_____
1001	Contract Period: Option Year I Estimated Period of Performance: 10/01/2018 – 09/30/2019  Quarterly Preventative Maintenance for four (4) Custom Ultrasonics System 83-9 Serial #'s 041610-G/072610-G/090508-A/090508-B	4	QTR	_____	_____

1002	Quarterly Preventative Maintenance for Custom Ultrasonics Disinfectant Transfer Cart, Serial # 112211-H	14	QTR	_____	_____
1003	Preventative Maintenance Upgrade to include up to ten (10) service calls (including time and travel) for each year of the Maintenance Contract.	1	EA	_____	_____
1004	Additional service calls in addition to the ten (10) included in Item Number 0003.	1	HR	_____	_____
2001	Contract Period: Option Year II Estimated Period of Performance: 09/20/2019 – 09/19/2020  Quarterly Preventative Maintenance for four (4) Custom Ultrasonics System 83-9 Serial #'s 041610-G/072610-G/090508-A/090508-B	4	QTR	_____	_____
2002	Quarterly Preventative Maintenance for Custom Ultrasonics Disinfectant Transfer Cart, Serial # 112211-H	4	QTR	_____	_____
2003	Preventative Maintenance Upgrade to include up to ten (10) service calls (including time and travel) for each year of the Maintenance Contract.	1	EA	_____	_____
2004	Additional service calls in addition to the ten (10) included in Item Number 0003.	1	HR	_____	_____
3001	Contract Period: Option Year III Estimated Period of Performance: 09/20/2020 – 09/19/2021  Quarterly Preventative Maintenance for four (4) Custom Ultrasonics System 83-9 Serial #'s 041610-G/072610-G/090508-A/090508-B	4	QTR	_____	_____
3002	Quarterly Preventative Maintenance for Custom Ultrasonics Disinfectant Transfer Cart, Serial # 112211-H	4	QTR	_____	_____
3003	Preventative Maintenance Upgrade to include up to ten (10) service calls (including time and travel) for each year of the Maintenance Contract.	1	EA	_____	_____
3004	Additional service calls in addition to the ten (10) included in Item Number 0003.	1	HR	_____	_____
4001	Contract Period: Option Year IV Estimated Period of Performance: 09/20/2021 – 09/19/2022  Quarterly Preventative Maintenance for four (4) Custom Ultrasonics System 83-9 Serial #'s 041610-G/072610-G/090508-A/090508-B	4	QTR	_____	_____

4002	Quarterly Preventative Maintenance for Custom Ultrasonics Disinfectant Transfer Cart, Serial # 112211-H	4	QTR	_____	_____
4003	Preventative Maintenance Upgrade to include up to ten (10) service calls (including time and travel) for each year of the Maintenance Contract.	1	EA	_____	_____
4004	Additional service calls in addition to the ten (10) included in Item Number 0003.	1	HR	_____	_____
				Grand Total	_____

## SECTION C - CONTRACT CLAUSES

### C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	JAN 2017
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984

### C.2 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.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of the expiration of this contract.

(End of Clause)

### **C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of the expiration of this contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

## **C.5 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)**

(a) *Definitions.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone 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 HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) *Notice.* The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of Clause)

## **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 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](http://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.5 on page 9 of this RFQ.

4. Offerors shall complete the Requirements Checklist (attached hereto and incorporate herein by reference as Attachment “A”). Offerors must meet all requirements to be deemed responsive and acceptable.

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

**Price:** The Government will utilize a comparison of quotes amongst acceptable 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/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	JAN 2017
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	JAN 2017
52.217-5	EVALUATION OF OPTIONS	JUL 1990