

PROJECT TITLE: QUARTERLY MAINTENANCE SERVICES OF CASE CARTS FOR VA SAN DIEGO HEALTHCARE SYSTEM (VASDHS)

This is a combined synopsis/solicitation for commercial services/items prepared in accordance with 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) 36C26218Q0011_1.

Submit written offers in accordance with FAR 52.212-1, Instruction to Offerors outlined in pages this solicitation. Oral offers shall 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) is 811219 and a Size Standard of \$20.5M applies to this procurement. This requirement is set-aside for 100% Service Disabled Veteran Owned Small Business (SDVOSB).

VA San Diego Healthcare System (VASDHS) intend to award a firm fixed price contract for Quarterly Maintenance Services of Case Carts and Mobile Equipment located in the Sterile Processing Service (SPS Service). A service contract shall be awarded for the required services in accordance with the Statement of Work (SOW). The service shall begin upon receipt of Notice of award of contract, and the quarterly maintenance of case carts shall have one (1) Base year with the Government having the option to exercise four (4) one-year option periods. The contractor shall provide all labor, supervision, tools, supplies, materials, parts, equipment and personal protective equipment (PPE) and transportation to perform all the required services in accordance with the SOW.

This procurement is being conducted under FAR 12-Acquisition of Commercial Items and FAR Part 13-Simplified Acquisition Procedures, Subpart 13.5-Simplified Procedures for Certain Commercial Items.

This procurement is a SDVOSB set-aside and all eligible offerors are encouraged to submit offers. To be eligible for award, offeror(s) must be Verified in the Vendor Information Pages (VIP) (<https://www.vip.vetbiz.gov>) and must be registered with the System for Award Management (SAM) (<https://www.sam.gov>) at the time of submission of offer and at the time of award

1. Please see RFQ for detailed description of requirements.
2. All questions or comments must be provided to the Contracting Officer (CO) in writing via email no later than (NLT) October 12, 2017 at 1:00pm PST. Responses shall be posted via an amendment. NO Telephone and other means of oral communication shall be permitted.
3. Proposals/Quotes must be sent via e-mail to the CO, Imelda Martinez, at imelda.martinez@va.gov, no later than **Thursday, October 19, 2016 at 1:00 pm PST**.

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SECTION B – CONTRACT ADMINISTRATION DATA

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: _____

b. GOVERNMENT: Department of Veterans Affairs
 Network Contracting Office 22
 Imelda Martinez, 36C262
 Contracting Officer
 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 ☐

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.

Contractors shall invoice via:
 Tungsten Network
<https://www.tungsten-network.com>

5. 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. 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 DESCRIPTION OF WORK/SPECIFICATIONS/REQUIREMENTS AND STATEMENT OF WORK

SCOPE OF WORK

Contractor shall provide all necessary labor, supervision, tools, supplies, equipment, material and Personal Protective Equipment (PPE) to perform the Quarterly Repair and Maintenance of Case Carts and Mobile Equipment located in the Sterile Processing Service (SPS service). Contractor shall be responsible for working safely, effectively and timely. The following services are to be performed but are not limited to:

1. Quarterly cleaning of carts with a stainless-steel cleaner;
 2. Quarterly maintenance to include lubricating the grease fittings on all casters using a lithium based, high temperature grease;
 3. Applying a small amount of grease spillover to friction points on the wheel hub, thrust washer and leg surface of straight roller bearing systems;
 4. Checking wheels whenever casters are lubricated;
 5. Checking wheels for visible points of tread wear;
 6. Tightening mounting the bolts on all casters and swivel locks; and
 7. In accordance with COR instructions.
- a. Contractor shall coordinate work with VASDHS Maintenance & Repair personnel to schedule their maintenance and service date at least one week prior to start of work. Contractor shall have required current certification to perform the anticipated tasks.
 - b. Contractor shall provide any inspection, test and maintenance/service related documentation after completion of the work.

SAFETY PRECAUTIONS

- a. The Contractor shall comply with all applicable Federal, State and local requirements regarding workers' health and safety. The requirements include, but are not limited to, those found in Federal and State Occupational Safety and Health Act (OSHA) statutes and regulations, such as applicable provisions of Title 29, Code of Federal Regulations (CFR), Parts 1910 and 1926. NFPA 70E, Article 130.7 29CFR 1910.132 (d)(1)(iii), 29CFR1910.137. The Contractor shall be solely responsible for determining the legal requirements that apply to the services, and shall ensure safe and healthful working conditions for its employees.
- b. In the performance of this contract, the Contractor shall take such safety precautions as necessary to protect the lives and health of the occupants of the building. Fire and safety deficiencies, which exist and are part of the responsibility of the Contractor, shall be immediately corrected. If the Contractor fails or refuses to correct deficiencies promptly, the Contracting Officer's Representative (COR) shall issue an order stopping all, or any part, of the work. The Contractor shall comply with all applicable Federal, State, and VA safety and fire regulations and codes, which are in effect during the performance period of the contract. The Contractor personnel shall

follow applicable facility policies concerning fire/disaster programs. The Contractor shall perform the work in a manner consistent with the area security and fire safety regulations especially with regard to exits and exit way access. Utility shutdowns shall not compromise security, communication or fire safety for occupants.

- c. No flammable liquids shall be stored or used at the medical center.
- d. All necessary precautions shall be taken by the Contractor to prevent accidental operation of any existing smoke detectors or sprinkler heads.

HAZARDOUS MATERIAL REPORTING

- a. The Contractor shall maintain hazardous material inventories and safety data sheets (SDS) for all hazardous materials (as defined in CFR 1910.120, 40 CFR's 355, 370, and 372) to be stored and used on this Medical Center. Hazardous materials shall be maintained for the project duration, and for the calendar year (ending on December 31st).
- b. Hazardous Materials Inventories, Material Safety Data Sheets and material quantities used shall be submitted to the Contracting Officer for approval prior to contract performance.
- c. In the event of a spill, Contractor shall immediately notify the Contracting Officer Representative as well the Contracting Officer. The Contractor shall be fully responsible for the expense of any cleanup of such spill, and the cleanup shall be in accordance with the applicable provisions of 40CFR Part 761, and all applicable provisions of the Corps of Engineers' Manual EM 385-1-1, "General Safety Requirements".

CONTRACTOR'S RESPONSIBILITY

The Contractor shall maintain personal liability and property damage insurance prescribed by the laws of the Federal Government. Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. Contractor shall be responsible for any injury to himself/herself, his/her employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by Contractor employees fault or negligence.

CONTRACTOR SUBMITTALS/INSURANCE REQUIREMENTS

The Contractor shall procure and maintain liability insurance of at least \$100,000, while the contract is in effect. The Contractor is also required to comply with federal and state Workers Compensation and liability insurance.

Within 15 days of contract award the Contractor shall furnish to the Contracting Officer certification from his insurance company indicating that the coverage has been obtained and that it may not be changed or cancelled without guaranteed thirty (30) day notice to the

Government. New certifications shall be furnished prior to the expiration date.

HOURS OF SERVICE

The Contractor shall perform the services as specified herein, Monday through Friday (Quarterly) as arranged with the COR, except for National Holidays (see below), during the hours of 7:30 am to 4:00 pm. The Contractor is not required to provide service on the following National Holidays nor shall the Contractor be paid for those days.

NATIONAL HOLIDAYS

The contractor is not required to provide service on the following Federal holidays, nor will the Contractor be paid for these holidays.

The following Federal holidays are observed by the Federal Government:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday by U.S. Government agencies. When a holiday falls on a Saturday, the preceding Friday shall be observed as a legal holiday. Also, included would be any other day specifically declared by the President of the United States to be a National Holiday.

CONTRACTING OFFICERS REPRESENTATIVE (COR)

Delegation of Authority letters shall be forwarded to the using service and the contractor after agreement has been signed, identifying the individual(s) as the COR(s). No additional service shall be provided without the approval from the CO or his/her designee of this contract.

The Contractor shall not accept any instructions issued by any other person(s) other than the Contracting Officer or his/her delegated representative acting within the limits of his/her authority.

CONTRACTOR PERSONNEL

The Contractor is responsible for providing fully knowledgeable, trained staff that is competent to meet the requirements of this contract and fulfill all obligations of this contract.

All Contractor personnel assigned to the performance of this contract shall wear a Contractor-provided uniform that clearly identifies the individual as a Contractor. Sandals, flip-flop style footwear or open toed shoes shall not be worn by Contractor personnel.

Eating or smoking by Contractor personnel are permitted in designated areas only.

Government telephones shall not be used for personal reasons.

All tasks accomplished by the Contractor personnel shall be performed to preclude damage or defacement of Government-owned furnishings, fixtures, equipment and facilities. The Contractor shall be responsible for repair or replacement of Government-owned items or facilities to previous condition, if determined to be at fault by the COR.

The Contractor shall ensure that the employees assigned shall be cognizant of sexual harassment, drug-free workplace and other appropriate federal employment requirements.

SECURITY BACKGROUND CHECKS

The Contractor at the time of award shall certify that their employees working under this contract have had Security Background Checks initiated prior to working at the VALBHS.

Contractor Security Requirements. Failure of a Contractor whose personnel or Subcontractor personnel have access to patient information and/or VA information systems to comply with the contractor personnel security requirements detailed in the "**CONTRACTOR PERSONNEL SECURITY REQUIREMENTS**" Addendum to this document may result in termination of the contract for default.

IT C&A REQUIREMENTS

The C&A requirements do not apply; therefore, a Security Accreditation Package is not required.

CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:

- a. Position Sensitivity - The position sensitivity for selected position(s) contract under this have been designated as follows:

POSITION TITLE:
Maintenance Technician

Assessed Risk Level:
SAC

Background Investigation. The level of background investigation commensurate with the required level of access is Special Agency Check (current cost: \$381).

- b. The contractor is encouraged to have all contractor personnel performing services in positions identified within this contract as requiring personal investigation to immediately download the background investigation packet from the website designated below upon notification of contract award.
- c. It is imperative for the contractor to provide to the Contracting Officer, within two business days following notification of contract award, a listing of all contractor personnel performing services in positions identified within this contract as requiring personal investigation for the process to commence. This list shall be submitted using Addendum [?] spreadsheet and shall reflect the following information:

Employee position/title
Employee name (last, first, middle (if none indicate "NMN"))
Social security number
Date of birth
City, state, and country of birth
Email address

Additionally, an email address for the Contractor's primary point of contact must be included on the forwarding document for the list of employees.

- d. The contractor shall ensure that all employees identified in the listing submit a complete background investigation packet. Additional guidance and information in completing the required forms, as well as forms for packet submission can be found at:
<http://www1.va.gov/VABackgroundInvestigations/page.cJin?pg=2>
- e. The Contractor shall ensure that all personnel listed on the Addendum submit fingerprints as fingerprinting are required with the background investigation. Fingerprinting can be done at the nearest VA Facility. The Electronic Fingerprint Verification Form must be submitted with the above required forms.
- f. The Contractor shall inform their employee that when filling out Standard Form 85, that there should be no gaps in employment history. Any gaps in employment history on Standard Form 85 may result in OPM rejecting the documentation for investigation and delay contract performance.
- g. Contractor shall ensure that completed employee background paperwork is submitted to the following address within two (2) business days from date of notification of award to the following address:

Department of Veterans Affairs
San Diego Healthcare System
Attn: Mr. Tim Conroy
Sterile Processing Service
3350 La Jolla Village Drive
San Diego, CA 92161

POC for the badging process to begin, sponsor designee

- h. When notified that complete and acceptable investigation packets have been received at Contracting, the Contractor shall be prepared for employees to commence work on the date and time established by the Contracting Officer at the time of such notification. If the contract involves on-station work, Contractor employees shall report to the office designated in the Contracting Officer's notification of contract effective date for issuance of VA Identification Cards.
- i. When notified of an unfavorable determination subsequent to investigation by the Government, the Contractor shall withdraw the employee from performing work under this contract, and, at the request of the VA, submit another employee for consideration.

AUTHORIZED SERVICES

Only those services specified herein are authorized under this contract. Before permitting and/or performing any service of a non-contract nature, the contractor shall advise the CO of the reason (s) for the additional work and/or service. The Contractor is cautioned that only the Contracting Officer or his/her designee may authorize additional service that are within the scope of this contract and that reimbursement shall not be made unless prior authorization is obtained from the CO.

PARKING POLICY

It is the responsibility of contractor personnel to park only in designated parking areas. Parking information is available from the VA Police. The VA shall not invalidate or make reimbursement for parking violations of contractor's personnel under any circumstances.

SMOKING POLICY

Contractor personnel may smoke only in designated areas. Smoking is allowed in all outside designated smoking areas that are 40 feet away from building entrances unless indicated otherwise. Enclosed patios connected to facility buildings are considered part of the building and as such are non-smoking areas.

CELLULAR PHONES

Cellular phones shall be turned off prior to entering the VA facility and are prohibited for use inside the building except for emergencies.

COMPLAINTS

Contractor shall promptly and courteously respond to complaints within three (3) working days to the COR. Including complaints brought to the contractor's attention by the CO. Contractor shall maintain a written record of all complaints, both written and oral showing the identity of the individual, the nature of the complaint, and contractor's response. Contractor shall permit the Government to inspect the written records of complaints upon reasonable notice from the CO.

BADGES

All contractor personnel shall be required to wear VA provided identification (I.D.) badges above the waist at all times while on the VA grounds. Contractor shall be required to coordinate with the COR to obtain the VA provided I.D. badges for all staff. All VA provided I.D. badges shall be returned at the end of the contract or upon completion of service. Failure to wear ID badges may result in removal from any of the VA facilities and/or otherwise referred to Government property.

VA POLICIES

Possession of weapons is prohibited. Enclosed containers, including tool kits, are subject to search. Violations of VA regulations may result in citations answerable in the United States (Federal) District Court.

INVOICE AND PAYMENTS

Contractor shall submit monthly invoices in the arrears electronically via the Tungsten-Network System at the end of each quarter for the facility, for payment of work completed in that billing period. Contractor shall submit original invoice electronically to:

Department of Veterans Affairs
Financial Services Center
<http://www.tungsten-network.com>
(Toll-free telephone number: (877) 489-6135)

Payment shall be made quarterly in the arrears upon receipt of properly prepared invoice.

The invoice MUST be itemized to include the following information. Any information listed below that is not provided on an invoice, will render that invoice incomplete and the invoice will be returned for immediate correction.

- a. Date of service.
- b. Description of services.
- c. Unit Cost billed.
- d. Extended amount due.
- e. Invoice number, date.
- f. Contract number.
- g. Obligation number for each facility.

Invoices sent to other than the above e-mail address will delay payment to the Contractor and failure to comply with the above information shall delay payment to the Contractor.

B.4 SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS**SCOPE OF WORK:**

This is a Firm Fixed-Price Contract to provide Quarterly Maintenance Service of Case Carts and Mobile Equipment for the VA San Diego Healthcare System (VASDHS) located at 3350 La Jolla Village Dr. San Diego, CA 92161.

Period of performance shall be for a base year with the Government having the option to exercise four (4) one-year option periods.

BASE YEAR

PERIOD OF PERFORMANCE: _____ **THROUGH** _____

(Dates to be determined by the Contracting Officer)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT COST	ESTIMATED TOTAL COST
0001	Quarterly Maintenance Service of Case Carts and Mobile Equipment VASDHS.	4	QTR	\$_____	\$_____
ESTIMAED TOTAL COST FOR BASE YEAR:					\$_____

OPTION YEAR ONE

PERIOD OF PERFORMANCE: _____ **THROUGH** _____

(Dates to be determined by the Contracting Officer)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT COST	ESTIMATED TOTAL COST
0001	Quarterly Maintenance Service of Case Carts and Mobile Equipment VASDHS.	4	QTR	\$_____	\$_____
ESTIMATED TOTAL COST FOR OPTION YEAR ONE:					\$_____

OPTION YEAR TWO

PERIOD OF PERFORMANCE: _____ **THROUGH** _____
 (Dates to be determined by the Contracting Officer)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT COST	ESTIMATED TOTAL COST
0001	Quarterly Maintenance Service of Case Carts and Mobile Equipment VASDHS.	4	QTR	\$ _____	\$ _____
ESTIMATED TOTAL COST FOR OPTION YEAR TWO:					\$ _____

OPTION YEAR THREE

PERIOD OF PERFORMANCE: _____ **THROUGH** _____
 (Dates to be determined by the Contracting Officer)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT COST	ESTIMATED TOTAL COST
0001	Quarterly Maintenance Service of Case Carts and Mobile Equipment VASDHS.	4	QTR	\$ _____	\$ _____
ESTIMATED TOTAL COST FOR OPTION YEAR THREE:					\$ _____

OPTION YEAR FOUR

PERIOD OF PERFORMANCE: _____ **THROUGH** _____
 (Dates to be determined by the Contracting Officer)

ITEM NO.	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT COST	ESTIMATED TOTAL COST
0001	Quarterly Maintenance Service of Case Carts and Mobile Equipment VASDHS.	4	QTR	\$ _____	\$ _____
ESTIMATED TOTAL COST FOR OPTION YEAR FOUR:					\$ _____

**ESTIMATED TOTAL AGGREGATE COST FOR
 BASE PLUS FOUR OPTION YEARS:**

\$ _____

SECTION C - CONTRACT CLAUSES

C.1 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

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

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

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

(b) *General.*

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

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

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.2 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 30 days.

(End of Clause)

C.3 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 five (5) years.

(End of Clause)

C.4 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.5 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/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016

52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017) A	
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS— COMMERCIAL ITEMS (JAN 2017)	
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 WAGE DETERMINATION RATES SAN DIEGO COUNTY

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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.

E.2 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:
Department of Veterans Affairs
Network Contracting Office 22
4811 Airport Plaza Drive
Suite 600
Long Beach CA 90815

Mailing Address:
Department of Veterans Affairs
Network Contracting Office 22

4811 Airport Plaza Drive
Suite 600
Long Beach Long Beach 90815

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

(End of Provision)

E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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

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

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

(End of Provision)

E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,

Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.7 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>
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (End of Provision)	JUL 2013

E.8 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

Factor 1: Technical. Contractor shall describe in detail, how they plan on complying with the Safety precautions and hazardous material reporting requirements of the quarterly maintenance services of the case carts and mobile equipment.

Factor 2: Past Performance Past Performance. This factor shall be used to assess the Offeror's history of successful performance on prior contracts for the same or similar services. Contractor shall submit at least three references.

Factor 3 – Price. This factor shall be used to assess the fairness and reasonableness of the Offeror's Price Proposal.

Technical and past performance, when combined, are significantly more important than price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is

unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of Provision)