

This is a combined synopsis/solicitation for commercial 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-2057-1.

Submit written offers in accordance with Addendum to 52.212-1, Instruction to Offerors of this solicitation. Oral offers will not be accepted. All firms or individuals responding must be registered with the System for Award Management (SAM) (<https://www.sam.gov>). This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-95. North American Industrial Classification Standard (NAICS) 811219, with a size standard of \$20.5M apply to this procurement.

1. This is a total service-disabled veteran-owned small business (SDVOSB) set-aside.
2. Please see Addendum to 52.212-1, Instructions to Offers on page 26-27 for quote submittal instructions.
3. Please see pages 26- 27 of the combined synopsis/solicitation for evaluation criteria.
4. Please see attached documents for detailed description of requirements.
5. All questions or comments must be provided to the contract Specialist (CS), Hyacinthe Luna, at the email below in writing via email no later than (NLT) October 26, 2017. Answers will be posted NLT October 27, 2017. Telephone and other means of oral communication will not be permitted.
6. Quotes must be sent to Contract Specialist, Hyacinthe Luna, hyacinthe.luna@va.gov **no later than Thursday, November 9, 2017 at 11:00AM PDT.**

The contract will be Firm-Fixed-Price with the CLIN structure reflected in the Price/Cost schedule. The anticipated period of performance will be for a base year from November 15, 2017 to November 14, 2018, and four (4) one-year options, exercisable at the discretion of the Government.

Table of Contents

SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	3
B.1 CONTRACT ADMINISTRATION DATA.....	3
B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)	4
B.3 STATEMENT OF WORK.....	4
B.4 SCHEDULE OF SERVICES	10
SECTION C - CONTRACT CLAUSES	15
C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)	15
C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	22
C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	22
C.4 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)	22
C.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)	23
C.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	24
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	25
SECTION E - SOLICITATION PROVISIONS	26
E.1 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	26
E.2 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)	27
E.3 52.216-1 TYPE OF CONTRACT (APR 1984).....	28
E.4 52.233-2 SERVICE OF PROTEST (SEP 2006)	28
E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	28
E.6 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)..	29
E.7 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008).....	29

SECTION B - CONTINUATION OF SF 1449 BLOCKS

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: Hyacinthe Luna, Contract Specialist
Tien Nguyen-Tu, Contracting Officer 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 in arrears

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.

Contractor shall submit invoices via:

Tungsten Network at:

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

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 VAAR 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside. 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 STATEMENT OF WORK

1. SCOPE OF WORK:

The Contractor shall provide all necessary labor, materials, supplies, parts, tools, equipment, travel, transportation expenses, and other related costs to provide Preventive Maintenance Inspection (PMI) services on Government-owned Medrad Contrast Media Injectors located at Veterans Affairs San Diego Healthcare System (VASDHS).

It is the intent of the Government to award an all-inclusive, single firm-fixed price contract for one base year and four 1-year options for PMI and support services on the Government-owned Medrad Contrast Media Injectors.

2. GENERAL REQUIREMENTS:

VASDHS requires one on-site preventive maintenance inspection (PMI) per year for thirteen (13) contrast media injectors. PMI shall be scheduled with the Contracting Officer Representative (COR)/ or a department designee prior to service.

3. PARTICIPATING HEALTHCARE FACILITY:

<p style="text-align: center;">VA SAN DIEGO HEALTHCARE SYSTEM 3350 La Jolla Village Dr. San Diego, CA 92161</p>
--

4. SPECIFIC REQUIREMENTS:

- The Contractor shall provide all parts necessary to provide PMI on the Contrast Media Injectors located in Radiology, Cardiology, MRI, OR, and Nuclear Medicine in accordance with the following service coverage:
- PMI shall be conducted as required per Original Equipment Manufacturer (OEM)– Minimum one annual PMI
- Each inspection must be scheduled at least three (3) days in advance with the facility.

- As applicable, the Contractor shall complete inspection, safety testing and verification, and calibration.
- All on-site corrective actions shall be covered, with certified replacement parts utilizing the field service engineer's PM kit, acknowledgement of corrective action within 24 hours and onsite within 48 hours.
- Remedies may consist of temporary procedures to be followed by VA while a permanent remedy is being sought, prior authorization required from COR before execution.
- Software updates for the general operation of the equipment
- Certified replacement parts
- Telephone and remote diagnostic and system support, Monday to Friday, 8:00am to 5:00pm PDT/PST, excluding holidays.

5. HOURS OF WORK:

Monday – Friday	8:00 AM – 5:00 PM
-----------------	-------------------

Work performed during other than normal work hours must have prior approval from the COR or CO. Any work done without the prior approval from the CO shall not be reimbursed/ invoiced to the Government.

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.

6. ADDITIONAL REQUIREMENTS:

Any equipment not meeting the minimum standard of operation established by manufacturer's specifications shall be considered inoperable until it meets the minimum standards. All equipment will be subject to inspection by VA Healthcare personnel.

The Contractor shall ensure all equipment is in optimal working condition at the expiration date of the contract. Contractor personnel who perform changes or updates, or retrofits made on any component, system, or equipment shall be logged into the station equipment manual or other designated record system.

The Contractor will maintain all manufacturers' manuals necessary to perform the required maintenance. All costs associated with parts and/or services performed without prior approval from the COR or CO will not be honored and subsequent invoices maybe denied payment.

7. PARTS:

Only standard new or like-new certified OEM parts shall be furnished by the Contractor. All parts shall be of current manufacture and shall have versatility with presently installed equipment (See FAR Clause 52.211-5 (Aug 2000)). All major components and parts furnished shall carry the manufacturers' standard commercial warranty.

All newly installed parts will become property of the Government. Replaced parts are to be disposed by the Contractor after approval from the COR.

All worn or defective parts for the preventive maintenance services are to be replaced with certified OEM parts at no cost to the Government. Operating and consumable supplies are not included in this contract. It is the responsibility of the Contractor to bring the appropriate equipment and/or supplies necessary to complete the work as required.

8. DELAY IN ACCESS:

If patient care necessitates delay in access to equipment, Contractor personnel shall notify the COR. Documentation of the delay on the Field Service Report with a concurring signature from the COR is required. Contractor's Repair Personnel shall be responsible for proper documentation of delays.

9. DISCONTINUANCE OF SERVICE:

The Government reserves the right to terminate service on a machine meeting replacement criteria upon written notice to the Contractor with payment to be prorated.

10. LABELING REQUIREMENTS:

In accordance with the reporting requirement, Contractor personnel shall utilize tags provided by the government on every completed service/repair equipment.

Information on tag will be as follows:

- Date of service
- Type of service
- And any other pertinent information

11. REPORTING:

All service reports submitted to any of the VA stations shall, at a minimum, contain a detailed description of any services or repairs performed for each item of equipment. The report shall also include a list of replacement parts, when applicable, number of hours of service, safety checks, performance data, and the date, along with any Contractor recommendations necessary to maintain the equipment in optimum operating condition. Contractor personnel shall document and report to the using service and COR, any unsafe condition concerning this medical equipment or signs of misuse or neglect. Contractor personnel shall document the field service report to include all findings of problems and their corrections as well as performance verification. The service report must be legible and signed by the COR after contractor personnel demonstrate to the COR, and the equipment user, that the equipment is in proper operating condition and meets manufacturer's specifications.

NOTE: Payment of invoices may be delayed if the appropriate reports are not completed properly and are not submitted as required.

12. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS: The cost for such investigations shall be borne by the Contractor, either in advance or through reimbursement by the Government. The level of sensitivity shall be determined by the Government based on the type of access required. The level of sensitivity will determine the depth of the investigation and the cost thereof. The current estimated costs for such investigations are as follows:

LEVEL OF SENSITIVITY	BACKGROUND LEVEL	APPROXIMATE COST
SAC	Special Agreement Check	\$30
Low Risk	National Agency Check with Written Inquiries	\$381.00
Moderate Risk (standard)	Minimum Background Investigation	\$1730.00
Moderate Risk (priority)		\$1,851.00
High Risk (standard)	Background Investigation	\$4,431.00
High Risk (priority)		\$4,755.00

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 the Contractor's 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 assigned to Low Risk/Non-sensitive positions for 180 days or less under a single contract or series of contracts. However, a Security Access Clearance (SAC) background screening will be required for appropriate preliminary checks IAW VA Directive 0710.

13. GENERAL INFORMATION:

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 wellbeing or operational mission of the installation and its population.

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. This may be accomplished by wearing distinctive clothing bearing the name of the company and/or wearing badges bearing the Contractor's and employee's name. Contractor Field Service Engineers shall be dressed to present a clean, neat appearance always when performing under this contract.

Contract Personnel shall be subject to the same quality assurance standards or exceed current recognized national standards as established by the Joint Commission (JC). The Contractor shall perform services in accordance with the ethical, professional and technical standards of the equipment repair industry as consistent with VA Policy, Regulations and Procedures.

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

PARKING: It is the responsibility of Contractor personnel to park only in designated parking areas. Not every facility will have on-site parking available for contractor personnel. The Contractor shall make alternate arrangements for its personnel to park off-site if motor vehicles are required to access those facilities. Parking information is available from the VA Police & Security Service Office. The VA will not invalidate or make reimbursement for parking violations of the Contractor's personnel under any circumstances. The Contractor assumes full responsibility for any parking violations

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

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

CHANGES:

Services shall only be changed by a written modification to the contract. The modification shall be prepared by the Contracting Officer prior to becoming effective. Only those services specified herein are authorized. Before performing any service of a non-contract nature, the Contractor shall advise the Contracting Officer of the reasons for the additional work. Changes to the resulting contract are not authorized, unless in writing by the Contracting Officer, if services are performed prior to authorization/ modification from the Contracting Officer the services shall not be reimbursed/ invoiced to the Government.

CONTRACTOR POINT OF CONTACT:

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 the daily operation of this contract.

PROGRAM MANAGER

COMPANY NAME:
ADDRESS:
PHONE NO:
PROGRAM MANAGER:
EMAIL:

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

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. 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) days notice to the Contracting Officer.

The Contractor is required to provide copies of proof of Workers Compensation that complies with Federal and State Worker's Compensation and Occupational disease statutes, and provide proof of General Liability Insurance, within fifteen (15) calendar days after notification of purchase order/contract award.

15. INVOICE & PAYMENT:

Payment to be made monthly in arrears. The Vendor shall submit original invoices in proper electronic format to the Financial Services Center (FSC). Proper electronic format means an automated system transmitting information electronically per the accepted electronic data transmission methods below:

1. VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, www.tungsten-network.com/us/en. Please see contact information below to begin submitting electronic invoices, free of charge.

Vendor e-Invoice Set-Up Information:

e-Invoice Setup Information: 1-877-752-0900

The invoice **MUST** be itemized to include the following information listed below. 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) Net Payment Due.
- (d) Line item from Schedule of Service associated with each charge.
- (e) Invoice number, and date.
- (f) Contract/purchase order and obligation number.

16. REQUIRED REGISTRATIONS

1. SYSTEM FOR AWARD MANAGEMENT: www.SAM.gov
2. DATA UNIVERSAL NUMBERING SYSTEM (DUNS): In accordance with FAR Provision 52.212-1 paragraph (j), the Contractor shall provide the Dun and Bradstreet number assigned to his/her firm in the space provided below:

DUNS#: -

3. VETBIZ: [HTTPS://WWW.VIP.VETBIZ.GOV/](https://www.vip.vetbiz.gov/)

B.4 SCHEDULE OF SERVICES**BASE YEAR**

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	PMI Service, Arterion SCP-ART 700, S/N 20847 (EE92162)	12	MO		
2	PMI Service SCP-ART 700, S/N 20918 (EE#82443)	12	MO		
3	PMI Service, SCP-ART 700, S/N 20917 (EE#95365)	12	MO		
4	PMI Service, SCP-ART 700, S/N 20925 (EE#92161)	12	MO		
5	PMI Service, SCP-ART 700, S/N 20915 (EE#90179)	12	MO		
6	PMI Service, SCP-MK IV, S/N 43085 (EE#28658)	12	MO		
7	PMI Service, SCP-PRO, S/N 62337 (EE#23149)	12	MO		
8	PMI Service, SCP-PRO, S/N 108797 (EE#69506)	12	MO		
9	PMI Service, SCP-SCTD, S/N 28689 (EE#61169)	12	MO		
10	PMI Service, SCP-SCTD, S/N 40888 (EE#80995)	12	MO		
11	PMI Service, SCP-SCTD, S/N 200356 (EE#97208)	12	MO		
12	PMI Service, SCP-SMRS, S/N 43764 (EE#60274)	12	MO		
13	PMI Service, SCP-SMRS, S/N 61906 (EE#80774)	12	MO		
BASE YEAR TOTAL PRICE:					

OPTION YEAR ONE (1)

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	PMI Service, Arterion SCP-ART 700, S/N 20847 (EE92162)	12	MO		
2	PMI Service SCP-ART 700, S/N 20918 (EE#82443)	12	MO		
3	PMI Service, SCP-ART 700, S/N 20917 (EE#95365)	12	MO		
4	PMI Service, SCP-ART 700, S/N 20925 (EE#92161)	12	MO		
5	PMI Service, SCP-ART 700, S/N 20915 (EE#90179)	12	MO		
6	PMI Service, SCP-MK IV, S/N 43085 (EE#28658)	12	MO		
7	PMI Service, SCP-PRO, S/N 62337 (EE#23149)	12	MO		
8	PMI Service, SCP-PRO, S/N 108797 (EE#69506)	12	MO		
9	PMI Service, SCP-SCTD, S/N 28689 (EE#61169)	12	MO		
10	PMI Service, SCP-SCTD, S/N 40888 (EE#80995)	12	MO		
11	PMI Service, SCP-SCTD, S/N 200356 (EE#97208)	12	MO		
12	PMI Service, SCP-SMRS, S/N 43764 (EE#60274)	12	MO		
13	PMI Service, SCP-SMRS, S/N 61906 (EE#80774)	12	MO		
OPTION YEAR ONE (1) TOTAL PRICE:					

OPTION YEAR TWO (2)

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	PMI Service, Arterion SCP-ART 700, S/N 20847 (EE92162)	12	MO		
2	PMI Service SCP-ART 700, S/N 20918 (EE#82443)	12	MO		
3	PMI Service, SCP-ART 700, S/N 20917 (EE#95365)	12	MO		
4	PMI Service, SCP-ART 700, S/N 20925 (EE#92161)	12	MO		
5	PMI Service, SCP-ART 700, S/N 20915 (EE#90179)	12	MO		
6	PMI Service, SCP-MK IV, S/N 43085 (EE#28658)	12	MO		
7	PMI Service, SCP-PRO, S/N 62337 (EE#23149)	12	MO		
8	PMI Service, SCP-PRO, S/N 108797 (EE#69506)	12	MO		
9	PMI Service, SCP-SCTD, S/N 28689 (EE#61169)	12	MO		
10	PMI Service, SCP-SCTD, S/N 40888 (EE#80995)	12	MO		
11	PMI Service, SCP-SCTD, S/N 200356 (EE#97208)	12	MO		
12	PMI Service, SCP-SMRS, S/N 43764 (EE#60274)	12	MO		
13	PMI Service, SCP-SMRS, S/N 61906 (EE#80774)	12	MO		
OPTION YEAR TWO (2) TOTAL PRICE:					

OPTION YEAR THREE (3)

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	PMI Service, Arterion SCP-ART 700, S/N 20847 (EE92162)	12	MO		
2	PMI Service SCP-ART 700, S/N 20918 (EE#82443)	12	MO		
3	PMI Service, SCP-ART 700, S/N 20917 (EE#95365)	12	MO		
4	PMI Service, SCP-ART 700, S/N 20925 (EE#92161)	12	MO		
5	PMI Service, SCP-ART 700, S/N 20915 (EE#90179)	12	MO		
6	PMI Service, SCP-MK IV, S/N 43085 (EE#28658)	12	MO		
7	PMI Service, SCP-PRO, S/N 62337 (EE#23149)	12	MO		
8	PMI Service, SCP-PRO, S/N 108797 (EE#69506)	12	MO		
9	PMI Service, SCP-SCTD, S/N 28689 (EE#61169)	12	MO		
10	PMI Service, SCP-SCTD, S/N 40888 (EE#80995)	12	MO		
11	PMI Service, SCP-SCTD, S/N 200356 (EE#97208)	12	MO		
12	PMI Service, SCP-SMRS, S/N 43764 (EE#60274)	12	MO		
13	PMI Service, SCP-SMRS, S/N 61906 (EE#80774)	12	MO		
OPTION YEAR THREE (3) TOTAL PRICE:					

OPTION YEAR FOUR (4)

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	PMI Service, Arterion SCP-ART 700, S/N 20847 (EE92162)	12	MO		
2	PMI Service SCP-ART 700, S/N 20918 (EE#82443)	12	MO		
3	PMI Service, SCP-ART 700, S/N 20917 (EE#95365)	12	MO		
4	PMI Service, SCP-ART 700, S/N 20925 (EE#92161)	12	MO		
5	PMI Service, SCP-ART 700, S/N 20915 (EE#90179)	12	MO		
6	PMI Service, SCP-MK IV, S/N 43085 (EE#28658)	12	MO		
7	PMI Service, SCP-PRO, S/N 62337 (EE#23149)	12	MO		
8	PMI Service, SCP-PRO, S/N 108797 (EE#69506)	12	MO		
9	PMI Service, SCP-SCTD, S/N 28689 (EE#61169)	12	MO		
10	PMI Service, SCP-SCTD, S/N 40888 (EE#80995)	12	MO		
11	PMI Service, SCP-SCTD, S/N 200356 (EE#97208)	12	MO		
12	PMI Service, SCP-SMRS, S/N 43764 (EE#60274)	12	MO		
13	PMI Service, SCP-SMRS, S/N 61906 (EE#80774)	12	MO		
OPTION YEAR FOUR (4) TOTAL PRICE:					

BASE YEAR TOTAL	
OPTION YEAR 1 TOTAL	
OPTION YEAR 2 TOTAL	
OPTION YEAR 3 TOTAL	
OPTION YEAR 4 TOTAL	
AGGREGATED BASE THRU OPTION YEAR 4 TOTAL	

SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

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

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

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

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

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

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

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

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

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

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

☐ (5) [Reserved]

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

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

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

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

- ☐ (10) [Reserved]
- ☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (NOV 2011) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

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

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

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

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

- ☐ (ii) Alternate I (OCT 2015) of 52.223-13.
- ☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.2 52.217-8 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 1 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 1 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 3 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 and 6 months.

(End of Clause)

C.4 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.5 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.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of California. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

This page is intentionally left blank.

SECTION E - SOLICITATION PROVISIONS

E.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:

QUOTE SUBMITTAL REQUIREMENTS

Offerors should note the following with respect to submitting their quotes to the VA:

- a. The VA intends to award a one-year base contract with four (4) one-year options.
- b. Offeror shall email quotes to Hyacinthe Luna by Thursday November 9, 2017 at 11:00AM PDT to hyacinthe.luna@va.gov.
- c. Questions or concerns regarding this combined synopsis/solicitation shall be sent to hyacinthe.luna@va.gov no later than October 26, 2017 at 12:00pm PDT. Questions asked via telephone will not be answered.
- d. This is a total service-disabled veteran-owned small business set-aside.

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>) at the close of this RFQ AND must be registered with the System for Award Management (SAM) (<https://www.sam.gov>) at the time of award. At the time of submission, if the Offeror is not verified and current on VIP, the offer shall not be considered and evaluated.

EVALUATION FACTORS AND CRITERIA

Offerors should address in detail their capabilities by responding in detail to the requirements discussed for each evaluation factor described in FAR 52.212-2. All factors will be considered based solely on the quote provided, to the extent to which the quote demonstrates a clear understanding of the requirements, and the offeror's ability to meet those requirements.

1. Each Offeror is required to fully complete and submit the Price/Cost schedule in Section B.4 of this combined synopsis/solicitation.
2. As part of the quote submittal, offerors shall provide any appropriate licenses or certifications of the OEM qualified personnel to provide maintenance, calibration and support services listed herein the contract.

Factor II: Experience – Provide a narrative description of two (2) contracts, within the last three (3) years, with a federal, state, or local government, or private company under which the offeror has provided similar services as described in this solicitation/statement of work.

Facility/ Company Name:
Address:
Phone Number:
Point of Contact:
Start/End of contract:
Narrative:

Facility/ Company Name:
Address:
Phone Number:
Point of Contact:
Start/End of contract:
Narrative:

E.2 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 provides the best value to the government. Best value for this acquisition is considered to be lowest priced technically acceptable. The government shall use the following factors to evaluate offers in accordance with FAR 13.106-2:

- **Factor I: Price:** This factor will be evaluated to determine if the offered prices are reasonable. The Government will evaluate quotes, for award purposes, by adding the total price, all option periods to the total price of the base period. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- **Factor II: Experience:** The Government shall evaluate contractor's experience on an acceptable or unacceptable basis. If the contractor's experience is evaluated as "unacceptable," the contractor's entire quote will be considered unacceptable, and therefore, not eligible for award. Only those quotes determined to be technically acceptable, either initially or as a result of discussions, will be considered for award. However, the offeror is reminded that the Government reserves the right to award this effort without discussions.
- **Factor III: Past Performance:** This factor will be used to assess an offeror's history of successful performance on prior contracts. Offerors without relevant past performance or for whom information is not available will not be evaluated favorably OR unfavorably on past performance.

(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)

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

The Government intends to award a Single, 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:

Stephen Kwak
Contracting Officer

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
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 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.7 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS	JAN 2017