

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 8718-000051		PAGE 1 OF 27	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C78618Q9599	
						6. SOLICITATION ISSUE DATE 08-01-2018	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Anthony Q. Hawley anthony.hawley@va.gov		b. TELEPHONE NO. (No Collect Calls) 540-658-7211		8. OFFER DUE DATE/LOCAL TIME 08-13-2018 4PM	
9. ISSUED BY CODE				10. THIS ACQUISITION IS			
				<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 212321 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 500 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CODE				16. ADMINISTERED BY CODE 43C1			
Department of Veterans Affairs National Cemetery Administration Puerto Rico National Cemetery 50 Avenida Cementerio Nacional Bayamon PR 00961				Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Road, Suite 309 Stafford VA 22556			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
				Department of Veterans Affairs Financial Services Center P.O. Box 149971 www.tungsten-network.com/customer-campai AIRS/ TX 78714-8971 PHONE: FAX:			
TELEPHONE NO. DUNS: DUNS+4:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
3	The Puerto Rico National Cemetery has a need for Vibratory Rammer Tampers to be used for internment and Grounds Maintenance Operations at the Puerto Rico National Cemetery. Cemetery. Please see Product Description for list of Minimum Technical Requirements that must be sufficed. Proposals Due: August 13, 2018 at 4:00 p.m. (EST) Questions shall be emailed to anthony.hawley@va.gov by 4:00 p.m. (EST) August 08, 2018. SUBMIT PROPOSAL VIA VA eCMS VENDOR PORTAL WEBSITE AT HTTPS://WWW.VENDORPORTAL.ECMS.VA.GOV THIS IS A 100% SET ASIDE FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESSES (SDVOSB). (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

Table of Contents

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	3
B.1 CONTRACT ADMINISTRATION.....	3
B.2 PRICE/COST SCHEDULE	6
B.3 PRODUCT DESCRIPTION	7
SECTION C - CONTRACT CLAUSES.....	10
C.1 52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)	10
C.2 SBA ACT 8(d) (13) (B).....	10
C.3 DIGNITY CLAUSE FOR NCA CONTRACTS.....	10
C.4 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)....	11
C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	17
C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)	17
C.7 VAAR 852.211-75 PRODUCT SPECIFICATIONS (JAN 2008)	17
C.8 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)..	18
C.9 VAAR 852.246-71 INSPECTION (JAN 2008)	19
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	20
SECTION E - SOLICITATION PROVISIONS.....	21
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)	21
ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)	
.....	24
E.2 52.216-1 TYPE OF CONTRACT (APR 1984)	26
E.3 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)	26
E.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)	26

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION

All contract administration matters will be handled by the following:

CONTRACTOR:

GOVERNMENT:

Department of Veterans Affairs
National Cemetery Administration
Contracting Service (43C1)
75 Barrett Heights Road, Suite 309
Stafford, VA 22556

- 1. CONTRACTOR REMITTANCE ADDRESS:** All payments by the Government to the contractor will be made in accordance with:

[X] 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management

2. INVOICES:

- A.** Invoices shall be submitted in arrears for cumulative work performed no more frequently than weekly within thirty (30) calendar days after the contractor has completed the work and the Government has accepted the items/services rendered.
- B.** Invoices shall be submitted electronically.
- C.** Contractors shall not invoice for single orders of a shipment. Shipments will be invoiced for the complete shipment when completed and accepted by the Government.
- D.** Required Contents of Invoice: If any information below is missing from an invoice, the invoice shall be subject to being rejected and returned for revision.
 - Contractor Information (Name, Complete Address, Telephone Number)
 - Date of Invoice
 - Unique Invoice Number
 - Each invoice may be submitted only once. If the need exists to submit a corrected invoice, the original invoice number should be noted with "COR" added at the end of the invoice number on the revised invoice. Where possible, CORRECTED INVOICE shall be clearly noted
 - Contract/Purchase Order Number (Only one contract/purchase order may be included on each invoice submitted)
 - Shipment Number (If there is not enough space on an invoice, an attachment to the invoice shall list the Shipment Number(s))
 - Cemetery Name
 - Unit Cost
 - Total Dollar Amount Invoiced
 - Certificate of Conformance
 - o This certifies that (Contractor's Name) furnished the above listed supplies or services called for by the above listed purchase order number in accordance with all applicable requirements. We further certify that the supplies or services are the quality specified and conform in all respects with the contract requirements.

3. **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.

Department of Veterans Affairs
Financial Services Center (FSC)
P.O. Box 149971
Austin, Texas 78714

www.tungsten-network.com/customer-campaiAIRS/

4. **SOLICITATIONS:** Proposals for furnishing the supplies or services in the Schedule will be received at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

5. **ACKNOWLEDGEMENT OF AMENDMENTS:**

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

AMENDMENT NUMBER	DATE

6. **MISSING PAGES:** It is the responsibility of the offeror to examine this solicitation to verify that he or she has received all pages. In addition, in compiling this package, some pages may have been duplicated. If the offeror feels that pages are missing or duplicated, the offeror is encouraged to contact the Contracting Officer at the telephone number shown in Block 7B, Standard Form 1449, Solicitation / Contract / Order for Commercial Items.
7. **ORDER PROCESSING SEQUENCE:** The Department of Veterans Affairs, National Cemetery Administration, Contracting Service (43C1), is the only activity authorized to issue orders under this contract.
8. **NOTICE TO PROSPECTIVE CONTRACTOR(S):** Prospective awardees **MUST** be registered with the System for Award Management (SAM) at <http://www.sam.gov>, **PRIOR TO AWARD** and through final payment, and must complete the Online Representations and Certifications Application (ORCA) at <http://www.sam.gov> prior to award and through final payment. **CONTRACT WILL NOT BE AWARDED UNTIL SAM REGISTRATION HAS BEEN COMPLETED.** This is a 100% SDVOSB set-aside. Therefore, prospective awardees **MUST** also be registered within the Vendor Information Pages (VIP) and the Verification Case Management System (VCMS) via www.vip.vetbiz.gov (VetBiz.Gov) **PRIOR TO AWARD.**
9. **GOVERNMENT HOLIDAYS:**

Holidays observed by the Federal Government (The contractor is not required to work on Federal Holidays):

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
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 a holiday falls on Sunday, the following Monday will be observed as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by U.S. Government agencies. Also included would be any day specifically declared by the President of the United States of America as a national holiday.

10. ADDITIONAL INFORMATION FOR OFFERORS:

- * **Contract Type:** This solicitation is for a Firm-Fixed Price Contract in accordance with FAR PART 16.202-2.
- * **Non-Personal Services Contract:** The services provided in the contract will involve non- personal services. The personnel rendering the services of the contract are not subject, either by contract terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.
- * **The pre-award question and answer period commences on August 01, 2018 and concludes on August 08, 2018 by 4:00 P.M. (EST). Email questions to anthony.hawley@va.gov**
- * To maintain this procurement's integrity, Puerto Rico National Cemetery Staff should not be contacted. Contacts made to any Agency Staff shall result in the rejection of your offer. No additional written questions or inquiries will be accepted after August 08, 2018. No telephone calls will be accepted.

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Vibratory Rammer Tamper (See Product Description for detailed breakdown of material characteristics needed)	7	EA		
				GRAND TOTAL	

B.3 PRODUCT DESCRIPTION

VIBRATORY RAMMER TAMPER

DEPARTMENT OF VETERANS AFFAIRS (VA)

NATIONAL CEMETERY ADMINISTRATION (NCA)

PUERTO RICO NATIONAL CEMETERY

50 AVENIDA CEMENTERIO NACIONAL

BAYAMÓN, 00961, PUERTO

DATE: 08-01-2018



PREPARED BY:

DEPARTMENT OF VETERANS AFFAIRS

NATIONAL CEMETERY ADMINISTRATION (NCA)

CONTRACTING SERVICES DEPARTMENT (CSD)

75 BARRETT HEIGHTS ROAD, SUITE 309

STAFFORD, VA 22556

SOLICITATION #: 36C78618Q9599

1. **REQUIREMENTS:** The Puerto Rico National Cemetery has a need for a seven (7) Vibratory Rammer Tamperers.
2. **INTENDED USE:** The equipment shall be used on a regular-basis to perform internment and Grounds Maintenance Operations. The table below entails the Minimum Technical Requirements that the equipment provided must meet in order to be considered:

Contract Line Item (CLIN)	Item Description	Minimum Technical Requirements	Method of Evaluation
PRODUCT: Vibratory Rammer Tamper			
	Engine/Motor	MTR # 1 – Diesel engine-air cooled single cylinder-type 1B20.	Literature Review
		MTR # 2 – Operating performance rated at 4.1+ hp. / 3450 rpm.	Literature Review
		MTR # 3 – Fuel capacity of 3.2 US qt. to 1 US gal.	Literature Review
	Operating Data	MTR # 4 - Dimensions: (L x W x H) 27.4 x 16.5 x 42.3 in.	Literature Review
		MTR # 5 - Ramming shoe size: (W x L) 13 x 13.45 in.	Literature Review
		MTR # 6 – Surface capacity Compaction: 1,526 sq. ft/h.	Literature Review
		MTR #7 – Operating travel speed: 23.5 ft/min.	Literature Review
		MTR #8 – Supplier must provide local maintenance service or support.	Literature Review

3. **EXTENT OF OBLIGATION:**

- a. **Delivery Requirements:** Delivery shall be made Free on Board, (FOB) Destination to the Puerto Rico National Cemetery located at 50 Avenida Cementerio Nacional, Bayamón, 00961, Puerto Rico. Upon delivery of equipment, the VA shall thoroughly inspect the equipment. After the inspection has been performed, the VA shall issue a written notice of acceptance or rejection. The written notice shall be issued within fifteen (15) days from the date of delivery. If a written notice is not received by the company within 15 days, the VA shall be deemed to have unconditionally accepted the equipment.

4. **SCHEDULE FOR DELIVERABLES:**

Inspection: Destination

Acceptance: Destination

Free on Board (FOB): N/A

Equipment shall be delivered within sixty (60) calendar days After Receipt of Order (ARO).

Ship to and Mark For:

Department of Veterans Affairs
National Cemetery Administration
Puerto Rico National Cemetery
50 Avenida Cementerio Nacional
Bayamón, 00961, Puerto Rico

Special Shipping Instructions:

Delivery of equipment shall be made between the hours of 0700 and 1400 (Monday-Friday). Prior to shipping, the contractor shall notify the Site Point of Contact by telephone or email of all incoming deliveries including line-by-line details for a review of the requirements. The contractor shall coordinate deliveries with the Site Point of Contact before shipment to ensure the site has adequate storage space. All shipments, either single or multiple container deliveries, will bear the VA Order number on external shipping labels and associated manifests or packing lists. In the case of multiple container deliveries, a statement readable near the VA Order number will indicate total number of containers for the complete shipment (ex. "Package 1 of 2"), clearly readable on manifests and external shipping labels.

Packing Slips/Labels and Lists shall include the following:

CAATS PO # _____ (i.e., 166-E11234)

Total number of Containers: Package ____ of _____. (i.e., Package 1 of 3)

5. POINT(S) OF CONTACT:

NAME:	Juan Nieves
CEMETERY:	Puerto Rico National Cemetery
ADDRESS:	50 Avenida Cementerio Nacional, Bayamón, 00961, Puerto Rico
PHONE NUMBER:	787-798-8400 ext. 228
E-MAIL ADDRESS:	Juan.Nieves@va.gov

NAME:	Robert Moreno
CEMETERY:	Puerto Rico National Cemetery
ADDRESS:	50 Avenida Cementerio Nacional, Bayamón, 00961, Puerto Rico
PHONE NUMBER:	787-798-8400 ext. 241
E-MAIL ADDRESS:	Robert.Moreno@va.gov

SECTION C - CONTRACT CLAUSES

C.1 52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 2017)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

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

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

C.2 SBA ACT 8(d) (13) (B)

(B) NOTICE. —

(i) IN GENERAL. — A prime contractor for a covered contract shall notify in writing the contracting officer for the covered contract if the prime contractor pays a reduced price to a subcontractor for goods and services upon completion of the responsibilities of the subcontractor or the payment to a subcontractor is more than 90 days past due for goods or services provided for the covered contract for which the Federal agency has paid the prime contractor.

(ii) CONTENTS. — A prime contractor shall include the reason for the reduction in a payment to or failure to pay a subcontractor in any notice made under clause (i).

C.3 DIGNITY CLAUSE FOR NCA CONTRACTS

1. Every action by contractor personnel at a National Cemetery must be performed with the special care, reverence, dignity, and respect that acknowledge the cemetery as the final resting place that commemorates the service and sacrifice those service members, Veterans, and their families made for our Nation. Critically important is the awareness, required of the contractor employees, of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.

- a. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.
 - b. No tools, equipment or other items will be placed or leaned on headstones or markers. Once headstones/markers are removed from the socket, do not place on dirt piles or mud; they should be carefully placed on each associated gravesite and protected in such a way as to prevent any soiling and be out of the way of any other work.
 - c. Headstones shall be removed from their sockets using wooden and/or metal clamps. If metal clamps are used, the area that contacts the headstone must be protected with a rigid fabric that will prevent damage to and marking of the headstone. Clamps may be attached to a skid steer loader (i.e., Bobcat®) or similar machine to extract the headstone from the socket. When headstones are removed from their sockets, they shall be carefully stored on each associated gravesite; do not lean headstones against each other. Use care not to scratch or damage headstones in any manner. The headstones shall be laid with front inscription side up while the headstone is lying horizontally on the ground. The headstone shall be protected from direct ground contact while lying horizontally. The protection method shall be as approved by the COR and shall be free of deterioration in weather. An approved method is to support each headstone with two wood 4X4's. Alternate methods can be approved. Cardboard shall not be used. Wood or other suitable appropriate and attractive material shall be used to keep the headstones from contact with the soil while lying horizontally during the construction period. This also shows respect towards the families visiting the gravesites and the remains that are buried.
 - d. Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.
 - e. Additionally, should any activity result in the exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, the Contractor must contact the COR, Director/Assistant Director, and Contracting Officer (CO) for guidance.
2. Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, and CO for guidance or resolution.
 3. The **Contractor is required** to discuss the guidance with their employees **and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.**

C.4 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

SOLICITATION #: 36C78618Q9599

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.—*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.

SOLICITATION #: 36C78618Q9599

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

SOLICITATION #: 36C78618Q9599

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(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/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP 1989
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984
52.246-2	INSPECTION OF SUPPLIES—FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

C.6 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.7 VAAR 852.211-75 PRODUCT SPECIFICATIONS (JAN 2008)

The products offered under this solicitation shall be type, grade, in accordance with No. , dated and amendment dated , except for paragraphs and which are amended as follows:

(End of Clause)

C.8 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.9 VAAR 852.246-71 INSPECTION (JAN 2008)

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

NO TEXT/INTENTIONALLY BLANK

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(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: N/A

(11) Technical information shall include the following:

Technical qualifications shall be evaluated to determine the extent to which offerors demonstrate a clear understanding of all features outlined in the Product Specifications. Offeror's shall provide Product Literature for review to show that the materials provided adheres to the Minimum Technical Requirements outlined in the Product Specifications. A comparative analysis of quotes/proposals shall be conducted in accordance with FAR 13.106-2 (b). Offeror shall provide a valid SAM Registration Report showing an active/current registration date. SDVOSB and VOSB concerns shall provide a valid SDVOSB/VOSB active registration certificate.

(12) 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

SOLICITATION #: 36C78618Q9599

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 or 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

SOLICITATION #: 36C78618Q9599

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) *Data Universal Numbering System (DUNS) Number.* (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 "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(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)

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

SUBMITTAL OF QUOTES / PROPOSALS:

- i. All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award.
<https://www.vendorportal.ecms.va.gov>
- ii. Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov. Submission of proposals through email will not be accepted. Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.
- iii. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration

requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Anthony Q. Hawley at anthony.hawley@va.gov as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. **In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non-responsive and the CD version of the proposal will not be accepted.**

- iv. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 9 of the SF-1449 above.

PROPOSAL PACKAGE

- A. Price Schedule
- B. Technical – Product Literature (For Literature Review) – Materials Provided must meet the Minimum Technical Requirements detailed in the Product Specifications
- C. Required representations and certifications.
- D. Acknowledgement of any amendments.

Failure to submit all required documentation may result in your submission being determined technically unacceptable and removed from further consideration.

PROPOSAL FORMAT

- 1. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left, and right margins shall be a minimum of one (1) inch each.
- 2. Font size shall be no smaller than 11-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale.
- 3. Tables and illustrations may use a reduced font size no smaller than eight (8)-point and may be landscape.
- 4. Line spacing shall be set at no less than single space.
- 5. Each paragraph shall be separated by at least one blank line.
- 6. Page numbers, company logos, and headers and footers may be within the page margins only and are not bound by the 11-point font requirement.
- 7. Footnotes to text shall not be added.
- 8. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the offeror's page limitations unless otherwise indicated in the specific volume instructions below.
- 9. Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions or by exceeding the total page limit for a particular volume, **will not be** evaluated.
- 10. The following page limitations are applicable to this procurement:

Volume	Factor	Page Limitations
Volume I	Technical (Product Literature)	20 pages single-sided
Volume II	Price	No Limit

A cover page and/or table of contents which are not required will be included in the page count of the Technical Volume if included in the Volume.

A glossary of abbreviations or acronyms will not be included in the page count of the Technical Volume.

Proposal packages that do not contain all the above materials may be rejected.

Proposal packages that fail to include sufficient Technical and Pricing information for a competitive evaluation may result in the proposal being rejected and not considered.

Proposals that are not received completely by the time and date specified in Block 8 of the SF 1449 will be rejected and shall not be considered.

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:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	FEB 1998
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016

E.2 52.216-1 TYPE OF CONTRACT (APR 1984)

In accordance with FAR PART 16.202-2, a Firm-Fixed Price Contract will be utilized for this acquisition because the risk associated with this contract type for the Government is deemed minimal and can be predicted with an acceptable degree of certainty.

(End of Provision)

E.3 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)

(End of Addendum to 52.212-1)

E.4 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

EVALUATION OF QUOTATIONS:

Proposals will be evaluated based on the following factors listed as shown below:

PRICE: In accordance with FAR 13.106-3, the Government will compare proposed prices received in response to the solicitation with market value pricing and against the Independent Government Cost Estimate (IGCE). Prices proposed that fall within one (1) Standard Deviation (two (2) standard deviations maximum) of the mean/average of market value prices as well as the IGCE will be deemed fair and

reasonable. Prices proposed that fall outside of the aforementioned ranges of the criteria established will be deemed unfair and not reasonable. A quote/proposal that provides a price with no substantial information on pricing and/or performance will result in an inferior quote/proposal and may be considered non-responsive. In limited situations, a cost analysis may be appropriate to establish reasonableness of the otherwise successful offeror's price. In addition, offerors are cautioned against submitting a quote/proposal that contains unbalanced pricing. Unbalanced pricing exists when despite an acceptable total evaluated price, the price of one or more contract line items for the base and or option years (if applicable) is significantly overstated or understated as indicated by the application of analysis techniques. Quotes/proposals that are determined to be unbalanced may be rejected if the lack of balance poses an unacceptable risk to the Government.

TECHNICAL QUALIFICATIONS: Technical qualifications shall be evaluated to determine the extent to which offerors demonstrate a clear understanding of all features outlined in the Product Specifications. Offeror's shall provide Product Literature for review to show that the materials provided adheres to the Minimum Technical Requirements outlined in the Product Specifications. A comparative analysis of quotes/proposals shall be conducted in accordance with FAR 13.106-2 (b). Offeror shall provide a valid SAM Registration Report showing an active/current registration date. SDVOSB and VOSB concerns shall provide a valid SDVOSB/VOSB active registration certificate.

Failure to submit all required documentation as required may result in your submission being found to be technically unacceptable.

(End of Provision)