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SECTION B - CONTINUATION OF SF 1449 BLOCKS

See Below

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C671 Michael J. Tusinger

Department of Veterans Affairs

VISN17 Network Contracting Activity

7400 Merton Minter Blvd. (10N17/90C)

San Antonio TX 78229

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

☒ 52.232-33, Payment by Electronic Funds Transfer—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 ☒ When materials has been delivery and accepted by POC.

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.

This is accomplished through the

Tungsten Network located at:

<http://www.fsc.va.gov/einvoice.asp>

This is mandatory and the sole method

for submitting invoices.

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

This solicitation includes 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.

STATEMENT OF WORK

671-18-2-039-0143

Scope of Work

Scope of Work: The contractor shall provide supply and all other resources required to deliver the requirements stated herein, except as may otherwise be specified in this statement of work

This transaction is for the procurement of equipment and or supplies only, no contractor shall be required on site.

The supplies to be procured are as follows:

Heavy-duty single door tray cabinet is fully insulated and enclosed. Designed for mobility, unibody construction keeps the cabinet balanced and stable during transport. Adjustable tray slides make it easy to transport 18" x 26", 12" x 20", 14" x 18", 12" x 18", 20" x 22", 10" x 20" as well as Gastro-Norm sizes: GN 2/1, GN 1/1 and GN Maxi-Pan.

FWE transport cabinets are fully insulated, including the bottom floor base of the cabinet - not just the door, as in some competitive models.

Internal frame construction is designed to endure the most rigorous operations and environments, eliminating cabinet torquing during transport, assuring

- ◇ All stainless steel
- ◇ All welded construction - no rivets
- ◇ Tubular stainless steel welded base frame
- ◇ Heavy-duty polyurethane casters
- ◇ Heavy-duty hinges
- ◇ Positive close door latch
- ◇ Hi-temp door gasket
- ◇ Recessed hand grips
- ◇ Fully insulated
- ◇ Universal adjustable tray slides

TRAY SLIDES. Welded rod-style tray slides are nickel plated for greater durability and sanitation. Fully adjustable / removable and designed to give secure bottom tray support. Removable stainless steel uprights shall be punched on 1.5" spacing for easy tray/pan adjustment, and shall easily lift off heavy-duty, stainless steel brackets without the use of tools.

CONSTRUCTION. Heliarc welded, single unit construction of stainless steel; 20-gauge polished exterior, 22-gauge stainless steel interior with easy-to-clean coved corners. Welded tubular stainless steel base frame with extra-heavy tubing. 10-gauge stainless steel reinforcing plates at corners and fittings.

INSULATION. "Ultra-Guard" UG-26 high density fiberglass insulation throughout; top, back, bottom, sides, and door(s).

HANDLES. Full-size, form-fitting recessed hand grips shall be mounted on each side of cabinet.

DOORS AND LATCHES. Flush mounted, stainless steel insulated doors. High temperature gasket sealed; gasket shall be cabinet mounted. Each door shall have two (2) heavy-duty edgemount die cast hinges. Door latch shall be edgemounted, full grip, and positive closing. The hinge and latch mountings are reinforced

with stainless steel backing plates.

CASTERS. Maintenance free polyurethane tire casters in a configuration of two (2) rigid and two (2) swivel with brake. Casters shall have a reinforced yoke mounted to 10-gauge caster plate. The caster mounting plate shall be secured to a 10-gauge stainless steel reinforcing stress plate via welded in place stainless steel studs. The reinforcing stress plates shall be welded to the heavy gauge tubular frame of the

To be equal to or better than

Security Statement: This contract is for commodities or good and does not involve installation or maintenance. No VA sensitive information is involved in this contract (Personal Health Information or Personal Identified Information). No additional security statements are needed.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVIC ES	QUANTIT Y	UNI T	UNIT PRICE	AMOUNT
0001		7.00	EA		
	Cart to deliver fresh food and supplies from the kitchen to the dining areas. FWE / Food Warming Equipment Co., Inc. Model No. ETC-UA-22INS SERIES:TRAY DELIVERY CART; CASTERS:6" MULTI-TERRAIN QUIET R				
				GRAND TOTAL	

B.4 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001	7.00	8-12 Weeks ARO
SHIP TO: Audie L Murphy VA Hospital 7400 Merton Miner Blvd Supply Warehouse San Antonio, TX 78229 4404 USA		

MARK FOR: Lisa Johnson
1-830-896-2020
Lisa.Johnson8@va.gov

INSTRUCTIONS: 4-Will be Delivered to Kerrville
Campus STVHCS 3-Will be
delivery:
South Texas Veterans Affairs
7400 Merton Minter
San Antonio, TX 78229

Kerrville Campus, STVHCS
3600 Memorial Blvd
Kerrville, TX 78028-5768

Evaluation Factors for Award

Solicitation issued as a total SDVOSB set-a-side. All SDVSOB contractors participating in the Veterans First Contracting Program must be listed as verified in the VIP database at <https://www.vip.vetbiz.gov> to receive contract awards under the Veterans First Contracting Program.
Vendor must be registered for NAICS 311999 in SAM to be eligible for award.

Quotations due 08/16/2018 at 9:00 a.m. EST (08:00 a.m. CST).

Point of Contact:
Susan Flores
Contracting Specialist
SAO West Network Contracting Office (NCO) 17
5441 Babcock Road, Suite 302
San Antonio, TX 78240
Phone: 210-694-6307
Fax: 210-694-6330
Susan.flores2@va.gov

Late quote or documentation will not be accepted. All questions, comments, or inquiries are to be submitted in writing to the Point of Contact, referenced above, prior to the closing of the solicitation.

I. Basis of Award

The Government intends to award a delivery order resulting from this solicitation to the responsible offeror whose quote conforming to the solicitation meets or exceeds the requirement at the lowest price, Lowest Price Technically Acceptable (LPTA).

The quotes will be evaluated on the basis of the evaluation factors listed below. The technical acceptability will be evaluated on an "acceptable" or "unacceptable" basis. Only those contractors determined to be technically acceptable will be evaluated on price. The following areas will be evaluated:

1. Technical Acceptability (acceptable/unacceptable)
2. Price

Factor 1: Technical Acceptability – The contractor shall provide a written statement addressing each of the following items. The written statement must describe each point and must provide enough detail to determine minimum qualifications.

a. Description of Specifications: Provide a listing of specifications meeting the specifications contained in the Statement of Work.

Factor 2: Price – Contractor shall complete B.3 Price/Cost Schedule. The schedule may be altered, or an alternate schedule used where appropriate in order to express quote detail.

SECTION C - CONTRACT CLAUSES

C.1 FSS RFQ INTRODUCTORY LANGUAGE

The terms and conditions of the contractor's FSS contract (including any contract modifications) apply to all Blanket Purchase Agreements (BPA) and task or delivery orders issued under the contract as a result of this RFQ. When a lower price has been established, or when the delivery terms, FOB terms, or ordering requirements have been modified by the BPA or task/delivery order, those modified terms will apply to all purchases made pursuant to it and take precedence over the FSS contract. Any unique terms and conditions of a BPA or order issued under the contract that are not a part of the applicable FSS contract will govern. In the event of an inconsistency between the terms and conditions of a BPA or task/delivery order and the Contractor's FSS terms, other than those identified above, the terms of the FSS contract will take precedence.

C.2 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.3 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.4 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.5 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the

purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

The clause entitled "Brand name or equal" applies only to the following line items: ALL

(End of Clause)

C.6 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of the stated Manufacturer's Warranty, said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR
ATTACHMENTS**

None

SECTION E - SOLICITATION PROVISIONS

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

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

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 will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Lowest Price Technically Acceptable

Technical Acceptable-Offer respondent must meet the Salient Characteristics in Statement of Work.

(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 VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors 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)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.214-21	DESCRIPTIVE LITERATURE	APR 2002
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	JAN 2017