

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 593-19-3-136-0171		PAGE 1 OF 14	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C26119Q1282	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Shannon Archer		b. TELEPHONE NO. (No Collect Calls) 702-791-9000 x18932		6. SOLICITATION ISSUE DATE 09-28-2019	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 21 VA Southern Nevada Healthcare System 6900 N. Pecos Road, Building 6 North Las Vegas NV 89086				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541512 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$27.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO See Delivery Schedule				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 21 Southern Nevada Healthcare System 6900 N. Pecos Road, Building 6 North Las Vegas NV 89086			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center See VAAR 852.232-72 Payment Instructions PHONE: 1-877-489-6135 FAX:	
TELEPHONE NO. DUNS: DUNS+4:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		Request for Quotation - Nurse Call System Upgrade Brand Name Only Justification Attached SEE SCHEDULE CONTINUATION SHEET FOR DETAILS. ALL INVOICES MUST REFERENCE OBLIGATION NUMBER TBD PURCHASE ORDER NUMBER, AND BE SUBMITTED THROUGH HTTP://WWW.TUNGSTEN-NETWORK.COM/US/EN. (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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<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"/> 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) Don Neal Contracting Officer		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

STATEMENT OF WORK (SOW)

1. Background:

Hill Rom will provide a turn-key solution providing Scope Definition, Communication Plan, Change Management Plan, Project Constraints, Project Dependencies, Project Assumptions and Project Risks for installation and programming of GFE provided Navicare Nurse Call Power Over Ethernet (POE) switches and main infrastructure core along with Hill Rom provided Room Control Boards (RCB), and new Hill Rom supplied RCB enclosures.

2. Scope of Work:

The scope of work includes providing Cisco Switch programming and turnkey installation. Providing and installing 900 RCB and RCB enclosures to support the new GFE CISCO switches. The equipment will be installed throughout the VA Hospital and CLC locations.

3. Supplies/Services:

Any items supplied shall be completely new, and shall not be used, refurbished, or in any other form, including substitutions. Contractor shall not add or substitute any component(s) without prior approval from the contracting officer. The contractor shall be fully licensed to perform the work for Hill Rom Navicare Nurse Call systems. A formal on-site survey may be conducted, if needed, to finalize system requirements prior to beginning any installation activities.

4. Specific mandatory deliverables, tasks, salient characteristics:

- Hill Rom will remove and replace current GE switched with GFE provided Cisco POEs
- Hill Rom will program 60 GFE provided switched for use on the proprietary Navicare Nurse Call System.
- Hill Rom will conduct Site walk prior to performing and/all work for final clarifications
- Hill Rom will configure all software for RCB and Cisco functionality
- Hill Rom will remove old RCB enclosures and replace with new RCB enclosure as to accommodate the new RCB Gen 3 being installed.
- Hill-Rom and Customer project team members will participate in the following at a minimum:
 1. Kick-off meeting (on-site or conference call)
 2. Weekly project status calls. Calls may be cancelled as needed.
 3. NNC system acceptance. Following certification of the NNC system, a customer representative will sign the provided work orders and User Acceptance Test documentation and return them to the Hill-Rom Project Manager.
 4. Technical review call(s)

- Hill-Rom Certified Installer is required to comply with and meet hardware installation specifications from the NNC "Hardware Installation", and if included in proposal, the Enhanced Locating "Hardware" Installation" guidelines for the version of NNC to be deployed.
- Hill-Rom Certified Installer will unbox all Hill-Rom NNC devices to be staged and will cable them together.
- Hill-Rom Certified Installer will move equipment from storage area to secure staging area, as necessary.
- Hill-Rom Certified Installer is responsible for unboxing and staging NNC.
- Installation Contractor shall be on-site:
 1. To attend pre-installation coordination meetings.
 2. During any state or locally-required inspection.
 3. During any Hill-Rom Implementation Engineer/Field Service Engineer scheduled site visit.

5. Period of Performance:

POP shall be from 12 Months from Date of Award

6. Delivery:

- 6.1** The equipment, related parts, and other deliverables shall be delivered to the VA warehouse.
- 6.2** The VA will transport the equipment, related parts, and other deliverables from the warehouse to the Electronic Shop for staging and released to the vendor for installation.

7. Packaging:

- 7.1** All items shall be marked clearly with the order number, obligation number, and delivery location within the hospital (e.g. Electronics Shop).
- 7.2** All items shall be adequately packaged to prevent damage during shipping, handling, and storage. Bags or boxes or containers shall be whole, intact, and not otherwise torn or damaged.
- 7.3** Upon delivery, the Government shall examine all packages. The contractor shall be required to replace damaged products at the contractor's expense.

8. Hours of Work:

- 8.1** Installation will be conducted Monday through Friday, and possibly on weekends, after normal working hours (0700-1800) to minimize disruption of patients' surgeries.

9. Administrative Data:

Contractor Point of Contact: The contractor shall designate one (1) employee as the point of contact (POC) responsible for administrative matters in the performance of services under this contract. The POC shall have full authority to act for the contractor on all matters relating to the daily performance of

this contract. An alternate may be designated, but the contractor shall notify the contracting officer and VA POC, in writing for those times when the alternate shall act as the POC.

The contractor shall provide the name and telephone number of the person designated as POC and alternate POC on the space below:

POC

Name:	David Richter
Telephone Number:	702-791-9000 ext. 15949
Cell:	702-704-3251

Alternate POC

Name:	Steven Smith
Telephone Number:	702-791-9000 ex. 14016
Cell:	702-539-5052

11. SECURITY

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

A prohibition on unauthorized disclosure: "Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA." See VA Handbook 6500.6, Appendix C, paragraph 3.a.

A requirement for data breach notification: Upon discovery of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access, the contractor/subcontractor shall immediately and simultaneously notify the COR, the designated ISO, and Privacy Officer for the contract. The term 'security incident' means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. See VA Handbook 6500.6, Appendix C, paragraph 6.a.

A requirement to pay liquidated damages in the event of a data breach: "In the event of a data breach or privacy incident involving any SPI the contractor processes or maintains under this contract, the contractor shall be liable to VA for liquidated damages for a specified amount per affected individual to cover the cost of providing credit protection services to those individuals." See VA Handbook 6500.6, Appendix C, paragraph 7.a., 7.d.

A requirement for annual security/privacy awareness training: "Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall complete on an annual basis either: (i) the VA security/privacy awareness training (contains VA's security/privacy requirements) within 1 week of the initiation of the contract, or (ii) security awareness training provided or arranged by the contractor that conforms to VA's security/privacy requirements as delineated in the hard copy of the VA security awareness training provided to the contractor. If the contractor provides their own training that conforms to VA's requirements, they will provide the COR or CO, a yearly report (due annually on the date of the contract initiation) stating that all applicable employees involved in VA's contract have received their annual security/privacy training that meets VA's requirements and the total number of employees trained. See VA Handbook 6500.6, Appendix C, paragraph 9.

A requirement to sign VA's Rules of Behavior: "Before being granted access to VA information or information systems, all contractor employees and subcontractor employees requiring such access shall sign on an annual basis an acknowledgment that they have read, understand, and agree to abide by VA's Contractor Rules of Behavior which is attached to this contract." See VA Handbook 6500.6, Appendix C, paragraph 9, Appendix D. Note: If a medical device vendor anticipates that the services under the contract will be performed by 10 or more individuals, the Contractor Rules of Behavior may be signed by the vendor's designated representative. The contract must reflect by signing the Rules of Behavior on behalf of the vendor that the designated representative agrees to ensure that all such individuals review and understand the Contractor Rules of Behavior when accessing VA's information and information systems.

Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes." See VA Handbook 6500.6, Appendix C, paragraph 5.h., for the specific options.

B.1 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RCB UPGRADE (TO SUPPORT UPGRADE TO CISCO POEs) - 850 ea RCB W/O ENCLOSURE-ENHANCED LOCAL STOCK NUMBER: P2599NNC1C00	1.00	JB		
0002	RCB3 WO ENCL-ENHANCED, UPOE CMPT LOCAL STOCK NUMBER: P2599NNC3A00	850.00	EA		
0003	ENCLOSURE, ROOM BOX, FOR USE WITH RCB LOCAL STOCK NUMBER: P2549A03	850.00	EA		
0004	NNC ENHANCED BASE SOFTWARE-REUSE LOCAL STOCK NUMBER: P25NNC096-R	850.00	EA		
0005	IMPLEMENTATION SERVICES LOCAL STOCK NUMBER: P2570IMPLSERV	638.00	EA		
0006	PROJECT MANAGEMENT ROOM BY ROOM SERVICES LOCAL STOCK NUMBER: P2570RBRPMSERVICE	1.00	JB		
0007	INSTALLATION BY HILL-ROM SUBCONTRACTOR LOCAL STOCK NUMBER: P2570A0003	1.00	JB		
0008	NEW RCB3s (TO SUPPORT GRS10s) RCB3 WO ENCL-ENHANCED, UPOE CMPT LOCAL STOCK NUMBER: P2599NNC3A00	50.00	EA		

0009	50.00 EA		
ENCLOSURE, ROOM BOX, FOR USE WITH RCB LOCAL STOCK NUMBER: P2549A03			
0010	13.00 EA		
COMM CABLE CAT 6, AMP, SEAFOAM, 1000 FT SPOOL LOCAL STOCK NUMBER: P2536A0701			
0011	2.00 EA		
CONNECTOR, RJ45, AMP, BAG OF 100 LOCAL STOCK NUMBER: P2537C0101			
0012	50.00 EA		
NNC ENHANCED BASE SOFTWARE LOCAL STOCK NUMBER: P25NNC096			
0013	88.00 EA		
IMPLEMENTATION SERVICES LOCAL STOCK NUMBER: P2570IMPLSERV			
0014	1.00 JB		
PROJECT MANAGEMENT ROOM BY ROOM SERVICES LOCAL STOCK NUMBER: P2570RBRPMSERVICE			
0015	1.00 JB		
SOFTWARE MAINTENANCE AGREEMENT LOCAL STOCK NUMBER: P25NNC010			
0016	1.00 JB		
INSTALLATION BY HILL-ROM SUBCONTRACTOR LOCAL STOCK NUMBER: P2570A0003			
0017	120.00 EA		
GRAPHICAL STATION UPGRADE (REPLACE EXISTING STANDARD STATIONS) GRAPHICAL ROOM STATION (GRS) - PATIENT LOCAL STOCK NUMBER: P2594NNC2D11			

0018	8.00 EA		
IMPLEMENTATION SERVICES LOCAL STOCK NUMBER: P2570IMPLSERV			
0019	1.00 JB		
PROJECT MANAGEMENT ROOM BY ROOM SERVICES LOCAL STOCK NUMBER: P2570RBRPMSERVICE			
0020	1.00 JB		
INSTALLATION BY HILL-ROM SUBCONTRACTOR LOCAL STOCK NUMBER: P2570A0003			
GRAND TOTAL			

B.2 DELIVERY SCHEDULE

ITEM NUMBER		QUANTITY	PERIOD OF PERFORMANCE
0001	SHIP TO: VA Southern Nevada Healthcare System 6900 North Pecos Rd North Las Vegas, NV 89086 USA	All	12 Months ARO
	MARK FOR: Steven Smith (702) 791-9000 x14016 Steven.Smith@va.gov		

SECTION C - CONTRACT CLAUSES

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	OCT 2018
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (Insertion: 1, 4, 8, 22, 25, 26, 27, 28, 30, 32, 33, 42, 46, 55, 59)	MAY 2019
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.245-1	GOVERNMENT PROPERTY ALTERNATE I (APR 2012)	JAN 2017
52.245-9	USE AND CHARGES	APR 2012
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.228-71	INDEMNIFICATION AND INSURANCE	MAR 2018

852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.246-71	REJECTED GOODS	OCT 2018
852.247-73	PACKING FOR DOMESTIC SHIPMENT	OCT 2018

C.2 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employer's liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

SEE ATTACHED BRAND NAME ONLY JUSTIFICATION & APPROVAL

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/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	OCT 2018
52.212-2	EVALUATION—COMMERCIAL ITEMS (Insertion: Price)	OCT 2014
52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS	OCT 2018
52.233-2	SERVICE OF PROTEST (Insertion: Don Neal, Don.Neal@va.gov)	SEP 2006
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE (MAY 2010) NOTE	MAY 2010

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.

Submission

The quotation shall be emailed to Shannon Archer, Shannon.Archer@va.gov, no later than 9/29/2019, 0900 PST.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

(End of Addendum to 52.212-1)