

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA261-14-Q-0506	
						6. SOLICITATION ISSUE DATE 05-02-2014	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Carol Lam		b. TELEPHONE NO. (No Collect Calls) 650-493-5000		8. OFFER DUE DATE/LOCAL TIME 05-09-2014	
9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Palo Alto Health Care System (90/NCA) 3801 Miranda Ave Palo Alto CA 94304-1207				10. THIS ACQUISITION IS <input 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: 339112 <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: 500 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 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 Department of Veterans Affairs VA Northern California Health Care System 150 Muir Road Martinez CA 94553				16. ADMINISTERED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Palo Alto Health Care System (90/NCA) 3801 Miranda Ave Palo Alto CA 94304-1207			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <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
(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 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"/> 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)		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

- a. CONTRACTOR:
- b. GOVERNMENT: Contracting Officer 00261

Department of Veterans Affairs
VA Sierra Pacific Network (VISN 21)
VA Palo Alto Health Care System (90/NCA)
3801 Miranda Ave
Palo Alto CA 94304-1207

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

- ☐ 52.232-34, Payment by Electronic Funds Transfer -Other than Central Contractor Registration, or
- ☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly ☐
- b. Semi-Annually ☐
- c. Other ☐

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs
FMS-VA-2(101) Financial Services Center
PO Box 149971
Austin TX 78714-9971

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

AMENDMENT NO	DATE

B.2 Price/Cost Schedule

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	CANNULATED LPS INSTRUMENT SET LOCAL STOCK NUMBER: AR-13240S -	1.00	SE		
2	Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 7 mm LOCAL STOCK NUMBER: AR-13200M- 07R -	1.00	EA		
3	Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 7 mm LOCAL STOCK NUMBER: AR-13200M- 07L -	1.00	EA		
4	Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 2.5 mm LOCAL STOCK NUMBER: AR-13200M- 025L -	1.00	EA		
5	Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 2.5 mm LOCAL STOCK NUMBER: AR-13200M- 025R -	1.00	EA		
6	Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 2mm LOCAL STOCK NUMBER: AR-13200M- 02L -	1.00	EA		
7	Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 2 mm LOCAL STOCK NUMBER: AR-13200M- 02R -	1.00	EA		
8	Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 3.5 mm LOCAL STOCK NUMBER: AR-13200M-	1.00	EA		

	035L -				
9	Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 3.5 mm LOCAL STOCK NUMBER: AR-13200M- 035R -	1.00	EA		
10	Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 3 mm LOCAL STOCK NUMBER: AR-13200M- 03L -	1.00	EA		
11	Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 3 mm LOCAL STOCK NUMBER: AR-13200M- 03R -	1.00	EA		
12	Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 4.5 mm LOCAL STOCK NUMBER: AR-13200M- 045L -	1.00	EA		
13	Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 4.5 mm LOCAL STOCK NUMBER: AR-13200M- 045R -	1.00	EA		
14	Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 4 mm LOCAL STOCK NUMBER: AR-13200M- 04L -	1.00	EA		
15	Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 4 mm LOCAL STOCK NUMBER: AR-13200M- 04R -	1.00	EA		
16	Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 5.5 mm LOCAL STOCK NUMBER: AR-13200M- 055L -	1.00	EA		
17	Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 5.5 mm LOCAL STOCK	1.00	EA		

	NUMBER: AR-13200M-055R -				
18	Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 5 mm LOCAL STOCK NUMBER: AR-13200M-05L -	1.00	EA	_____	_____
19	Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 5 mm LOCAL STOCK NUMBER: AR-13200M-05R -	1.00	EA	_____	_____
20	Plate, Low Profile, Meta, Open Wdg, Titanium, L, 6.5mm LOCAL STOCK NUMBER: AR-13200M-065L -	1.00	EA	_____	_____
21	Plate, Low Profile, Meta, Open Wdg, Titanium, R, 6.5mm LOCAL STOCK NUMBER: AR-13200M-065R -	1.00	EA	_____	_____
22	Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 6 mm LOCAL STOCK NUMBER: AR-13200M-06L -	1.00	EA	_____	_____
23	Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 6 mm LOCAL STOCK NUMBER: AR-13200M-06R -	1.00	EA	_____	_____
24	Low Profile Screw, Cortical, Titanium, 2.3 x 10 mm LOCAL STOCK NUMBER: AR-13120T-10 -	1.00	EA	_____	_____
25	Lag Screw, Cannulated, Titanium, 2.3 x 10 mm LOCAL STOCK NUMBER: AR-13120T-10C -	1.00	EA	_____	_____
26	Low Profile Screw, Cortical, Titanium, 2.3 x 12 mm LOCAL STOCK	1.00	EA	_____	_____

	NUMBER: AR-13120T-12 -				
27	Lag Screw, Cannulated, Titanium, 2.3 x 12 mm LOCAL STOCK NUMBER: AR-13120T-12C -	1.00	EA	_____	_____
28	Low Profile Screw, Cortical, Titanium, 2.3 x 14 mm LOCAL STOCK NUMBER: AR-13120T-14 -	1.00	EA	_____	_____
29	Lag Screw, Cannulated, Titanium, 2.3 x 14 mm LOCAL STOCK NUMBER: AR-13120T-14C -	1.00	EA	_____	_____
30	Low Profile Screw, Cortical, Titanium, 2.3 x 16 mm LOCAL STOCK NUMBER: AR-13120T-16 -	1.00	EA	_____	_____
31	Lag Screw, Cannulated, Titanium, 2.3 x 16 mm LOCAL STOCK NUMBER: AR-13120T-16C -	1.00	EA	_____	_____
32	Low Profile Screw, Cortical, Titanium, 2.3 x 18 mm LOCAL STOCK NUMBER: AR-13120T-18 -	1.00	EA	_____	_____
33	Lag Screw, Cannulated, Titanium, 2.3 x 18 mm LOCAL STOCK NUMBER: AR-13120T-18C -	1.00	EA	_____	_____
34	Low Profile Screw, Cortical, Titanium, 2.3 x 20 mm LOCAL STOCK NUMBER: AR-13120T-20 -	1.00	EA	_____	_____
35	Lag Screw, Cannulated, Titanium, 2.3 x 20 mm LOCAL STOCK NUMBER: AR-13120T-20C -	1.00	EA	_____	_____
36	Low Profile Screw, Cortical, Titanium, 2.3 x	1.00	EA	_____	_____

	22 mm LOCAL STOCK NUMBER: AR-13120T-22 -				
37	Lag Screw, Cannulated, Titanium, 2.3 x 22 mm LOCAL STOCK NUMBER: AR-13120T-22C -	1.00	EA		
38	Low Profile Screw, Cortical, Titanium, 2.3 x 24 mm LOCAL STOCK NUMBER: AR-13120T-24 -	1.00	EA		
39	Lag Screw, Cannulated, Titanium, 2.3 x 24 mm LOCAL STOCK NUMBER: AR-13120T-24C -	1.00	EA		
40	Low Profile Screw, Cortical, Titanium, 2.3 x 26 mm LOCAL STOCK NUMBER: AR-13120T-26 -	1.00	EA		
41	Lag Screw, Cannulated, Titanium, 2.3 x 26 mm LOCAL STOCK NUMBER: AR-13120T-26C -	1.00	EA		
42	Low Profile Screw, Cortical, Titanium, 2.3 x 28 mm LOCAL STOCK NUMBER: AR-13120T-28 -	1.00	EA		
43	Lag Screw, Cannulated, Titanium, 2.3 x 28 mm LOCAL STOCK NUMBER: AR-13120T-28C -	1.00	EA		
44	Low Profile Screw, Cortical, Titanium, 2.3 x 30 mm LOCAL STOCK NUMBER: AR-13120T-30 -	1.00	EA		
45	Lag Screw, Cannulated, Titanium, 2.3 x 30 mm LOCAL STOCK NUMBER: AR-13120T-30C -	1.00	EA		

46	Plate, Low Profile, Titanium, Flat LOCAL STOCK NUMBER: AR-13200M -	1.00	EA	_____	_____
47	Implant System, CPR Mini Scorpion DX LOCAL STOCK NUMBER: AR-8690DS -	2.00	EA	_____	_____
48	Mini Scorpion DX CPR Instrument Set W/THE FOLLOWING INSTRUMENTS > AR- 2001AOT - SMALL HANDLE WITH AO CONNECTION > AR- 8690C - MINI SCORPION DX CPR INSTRUMENT CASE > AR-8690P - METATARSAL PUSHER > AR-86 LOCAL STOCK NUMBER: AR-8690S -	1.00	SE	_____	_____
49	.062" Guidewire with Trocar Tip LOCAL STOCK NUMBER: AR-8941K -	2.00	BX	_____	_____
50	THREADED GUIDEWIRE, WITH TROCER TIP, .062" LOCAL STOCK NUMBER: AR-8941KT -	2.00	BX	_____	_____
				GRAND TOTAL	_____

Note: Offers of "equal" products - Offeror must clearly indicate in its offer that the product being offered is an "equal" product. The "equal" product must have the same physical, functional, or performance characteristics as the items referenced above. The "equal" product and its replacement parts must be interchangeable with Arthrex instrumentation and accessories. New Equipment ONLY; NO remanufactured or "gray market" items. All items must be covered by the manufacturer's warranty.

Salient Characteristics:

Generic identification - Forefoot osteotomy/fixation module

- 1) A set with a rigid fixation which will enable earlier weight bearing than with the traditional screw fixation.
- 2) Simplified instrumentation with this set which allows for a straightforward technique and makes for a quick procedure.

- 3) The plates should be .5mm thick which allow for minimal soft tissue irritation and patients may not feel it.
- 4) The set must maintain length and correction. The plate addresses the shortening and dorsiflexion common to other cuts and means of fixation.
- 5) Must have customized correction. With the wedge sizes ranging from 0-7mm a surgeon can generate a 3 degree per millimeter correction on average. The surgeon by using the spacer on the plate to dial in correction, the system should offer a technique that is fast effective and reproducible
- 6) Tray set must be furnished with instrumentation and the fixation device called a Plalel (as in staple and plate)
- 7) The set should include something equal to the Mini Scorpion DX CPR Instrument Set by Arthrex
 - a. Set should be designed for distal extremity applications with more ergonomic and minimized instruments that offer versatile suturing options for use in tight, hard to reach places
 - b. Set should have a suture-capturing mechanism to automatically retrieve 0 FiberWire after passing through tissue
 - c. The set should be able to make blind passes through the plantar plate from a dorsal approach where access and visualization is often limited
- 8) The set should come with a set of instruments that will cover all forefoot osteotomy/fixation procedures. The desired instrument types are below:
 - a. 1.7MM CANNULATED DRILL BIT
 - b. DRILL BIT, 1.7MM, AO, LOW PROFILE PLATE & SCRW
 - c. DRILL BIT, 2.3MM, AO, LOW PROFILE PLATE & SCRW
 - d. DEPTH GUIDE, MINI
 - e. CANNULATED DEPTH DEVICE
 - f. OPENING WEDGE TRIAL, LOW PROFILE PLATE & SCRW SYS
 - g. LOW PROFILE OSTEOTOME SHORT 5 MM
 - h. LOW PROFILE OSTEOTOME SHORT 10 MM
 - i. LOW PROFILE OSTEOTOME SHORT 12 MM
 - j. HOHMANN RETRACTOR, 8.0 MM X 16 CM
 - k. COUNTERSINK, 2.3MM, LOW PROFILE PLT & SCREW SYS
 - l. CANNULATED COUNTERSINK, 2.3MM
 - m. DRILL GUIDE, LOW PROFILE PLATE & SCREW SYSTEM
 - n. CANNULATED DRIVER HANDLE W/AO CONNECTION
 - o. BONE TAP 2.3MM, LOW PROFILE PLT & SCREW SYS
 - p. SCREWDRIVER WITH AO CONNECTION

- q. CANNULATED SCREWDRIVER SHAFT
- r. OSTEOTOMY DISTRACTOR
- s. BB-TAK
- t. GUIDE WIRE, 0.86MM
- u. LOW PROFILE PLATE & SCREW INSTRUMENT CASE
- v. BONE REDUCTION FORCEPS W/TEETH
- w. SMALL HANDLE WITH AO CONNECTION
- x. INSTRUMENT CASE
- y. METATARSAL PUSHER
- z. SMALL JOINT DISTRACTOR
- aa. 2.0 MM DRIVE SHAFT FOR QUICKFIX SCREW SYSTEM
- bb. MCGLAMRY METATARSAL ELEVATOR
- cc. QUICKFIX CLAMP
- dd. CUTTER, QUICKFIX TM SCREW, 2MM
- ee. MINI SCORPION DX or equivalent

9) The set should come with a starting set of implants that will cover all forefoot osteotomy/fixation procedures. The starting set of implants and sizes are listed below.

- a. Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 7 mm
- b. Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 7 mm
- c. Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 2.5 mm
- d. Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 2.5 mm
- e. Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 2mm
- f. Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 2 mm
- g. Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 3.5 mm
- h. Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 3.5 mm
- i. Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 3 mm
- j. Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 3 mm

- k. Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 4.5 mm
- l. Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 4.5 mm
- m. Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 4 mm
- n. Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 4 mm
- o. Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 5.5 mm
- p. Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 5.5 mm
- q. Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 5 mm
- r. Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 5 mm
- s. Plate, Low Profile, Meta, Open Wdg, Titanium, L, 6.5mm
- t. Plate, Low Profile, Meta, Open Wdg, Titanium, R, 6.5mm
- u. Low Profile Metatarsal Opening Wedge Plate, Titanium, Left, 6 mm
- v. Low Profile Metatarsal Opening Wedge Plate, Titanium, Right, 6 mm
- w. Low Profile Screw, Cortical, Titanium, 2.3 x 10 mm
- x. Lag Screw, Cannulated, Titanium, 2.3 x 10 mm
- y. Low Profile Screw, Cortical, Titanium, 2.3 x 12 mm
- z. Lag Screw, Cannulated, Titanium, 2.3 x 12 mm
- aa. Low Profile Screw, Cortical, Titanium, 2.3 x 14 mm
- bb. Lag Screw, Cannulated, Titanium, 2.3 x 14 mm
- cc. Low Profile Screw, Cortical, Titanium, 2.3 x 16 mm
- dd. Lag Screw, Cannulated, Titanium, 2.3 x 16 mm
- ee. Low Profile Screw, Cortical, Titanium, 2.3 x 18 mm
- ff. Lag Screw, Cannulated, Titanium, 2.3 x 18 mm
- gg. Low Profile Screw, Cortical, Titanium, 2.3 x 20 mm
- hh. Lag Screw, Cannulated, Titanium, 2.3 x 20 mm
- ii. Low Profile Screw, Cortical, Titanium, 2.3 x 22 mm
- jj. Lag Screw, Cannulated, Titanium, 2.3 x 22 mm
- kk. Low Profile Screw, Cortical, Titanium, 2.3 x 24 mm

- ll. Lag Screw, Cannulated, Titanium, 2.3 x 24 mm
- mm. Low Profile Screw, Cortical, Titanium, 2.3 x 26 mm
- nn. Lag Screw, Cannulated, Titanium, 2.3 x 26 mm
- oo. Low Profile Screw, Cortical, Titanium, 2.3 x 28 mm
- pp. Lag Screw, Cannulated, Titanium, 2.3 x 28 mm
- qq. Low Profile Screw, Cortical, Titanium, 2.3 x 30 mm
- rr. Lag Screw, Cannulated, Titanium, 2.3 x 30 mm
- ss. Plate, Low Profile, Titanium, Flat
- tt. Implant System, CPR Mini Scorpion DX
- uu. Mini Scorpion DX CPR Instrument Set

B.3 Delivery Schedule

ITEM NUMBER	QUANTITY	DELIVERY DATE
1	1.00	
2	1.00	
3	1.00	
4	1.00	
5	1.00	
6	1.00	
7	1.00	
8	1.00	
9	1.00	
10	1.00	
11	1.00	
12	1.00	
13	1.00	
14	1.00	
15	1.00	
16	1.00	
17	1.00	
18	1.00	

19	1.00
20	1.00
21	1.00
22	1.00
23	1.00
24	1.00
25	1.00
26	1.00
27	1.00
28	1.00
29	1.00
30	1.00
31	1.00
32	1.00
33	1.00
34	1.00
35	1.00
36	1.00
37	1.00
38	1.00
39	1.00
40	1.00
41	1.00
42	1.00
43	1.00
44	1.00
45	1.00
46	1.00
47	2.00
48	1.00
49	2.00
50	2.00

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 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

C.3 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):

(End of Provision)

C.4 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):

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.203-70	COMMERCIAL ADVERTISING	JAN 2008

C.5 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of , 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)

C.6 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)

C.7 852.232-72 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)