

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.	PAGE 1 OF 41	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER VA119-17-Q-0017	6. SOLICITATION ISSUE DATE 12-16-2016		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Michelle Bailey	b. TELEPHONE NO. (No Collect Calls) 202-550-6381	8. OFFER DUE DATE/LOCAL TIME 01-06-2017 10:00 AM			
9. ISSUED BY U.S. Department of Veterans Affairs Strategic Acquisition Center 10300 Spotsylvania Ave Fredericksburg VA 22408		CODE	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: 339113 <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: 750 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" 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 See delivery orders for details	CODE	16. ADMINISTERED BY U.S. Department of Veterans Affairs Strategic Acquisition Center 10300 Spotsylvania Ave Fredericksburg VA 22408	CODE			
17a. CONTRACTOR/OFFEROR TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Payment will be made in accordance with NG-MSPV distribution agreement PHONE: _____ FAX: _____	CODE		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 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
	This is a Solicitation to establish a Single Award Firm-Fixed-Priced Blanket Purchase Agreements (BPAs) for the procurement of Standard Manual Wheelchairs for home use For Prosthetics. The period of performance for all products is anticipated to for a one (1) year base period plus four (4), one (1) year option periods, for a total of five (5) years. (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 checked="" 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		

TABLE OF CONTENTS

SECTION A.....	1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS.....	1
SECTION B - CONTINUATION OF SF 1449 BLOCKS.....	4
B.1 BLANKET PURCHASE AGREEMENT ADMINISTRATION DATA	5
(contINUATION FROM Standard Form 1449, block 18A.).....	5
B.2 PRODUCT DESCRIPTION AND MINIMUM TECHNICAL REQUIREMENTS.....	6
Section 1: Determination of static stability	11
Section 5: Determination of dimensions, mass and maneuvering space.....	11
Section 7: Method of measurement of seating and wheel dimensions.....	12
Section 8: Requirements and test methods for static, impact and fatigue strengths (all tests).....	12
(End of RESNA).....	12
B.3 BPA TERMS AND CONDITIONS.....	13
SECTION C - CONTRACT CLAUSES.....	19
C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016).....	19
C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)....	25
C.3 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999).....	26
C.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	26
C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)	26
C.6 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)	26
C.7 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	27
C.8 VAAR 852.246-70 GUARANTEE (JAN 2008)	28
C.9 VAAR 852.246-71 INSPECTION (JAN 2008).....	28
C.10 MANDATORY WRITTEN DISCLOSURES	28
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS.....	29
SECTION E - SOLICITATION PROVISIONS	30
E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012).....	30
E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)30	30
E.3 52.211-6 BRAND NAME OR EQUAL (AUG 1999)	31
E.4 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)	32
E.5 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS	33
E.5 52.216-1 TYPE OF CONTRACT (APR 1984)	38
E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	38

E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)..... 38

E.8 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008) 39

E.9 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003) 39

E.10 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014) 39

 A. SOLICITATION PROCEDURES..... 39

 B. BASIS FOR ISSUANCE OF BPA 39

 C. EVALUATION APPROACH..... 40

 D. EVALUATION OF QUOTATIONS: 40

SECTION B - CONTINUATION OF SF 1449 BLOCKS

See attached document: B. SCHEDULE.

B.1 BLANKET PURCHASE AGREEMENT 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: To Be Determined (TBD)
- b. GOVERNMENT: Prosthetic Team
 Contracting Officer 36C10G
 Strategic Acquisition Center-Fredericksburg
 U.S. Department of Veterans Affairs
 10300 Spotsylvania Ave., STE 400
 Fredericksburg, VA 22408
Michelle.Bailey@va.gov

1. CONTRACTOR REMITTANCE ADDRESS:

- 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
- 52.232-36, Payment by Third Party

2. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
- b. Semi-Annually
- c. Other In Accordance With the NG-MSPV distribution agreement

3. GOVERNMENT INVOICE ADDRESS:

- a. The Contractor shall invoice orders placed under this agreement in accordance with NG-MSPV distribution agreement.

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

AMENDMENT NO	DATE

B.2 PRODUCT DESCRIPTION AND MINIMUM TECHNICAL REQUIREMENTS

Product Description and Minimum Technical Requirements Standard Manual Wheelchair

Product Descriptions:

Definition: The standard manual wheelchair is a basic, self-propelled wheelchair available at VA facilities as in-stock inventory. This folding wheelchair weighs a maximum of 36 pounds without the leg supports, is available in two sizes with a 250 pound weight capacity, and one size with a 300 pound weight capacity. Most features on the wheelchair are fixed, with the exception of adjustable length leg supports. A limited number of accessories are available. The standard manual wheelchair is not intended to be used as a seat in a motor vehicle.

Indications: The standard manual wheelchair is indicated for individuals with a short term or minimal physical impairment who require a manual wheelchair part-time or intermittently and who do not require wheelchair adjustment for postural support or functional skills. The individual must fit appropriately in one of the three available sizes. Examples include but are not limited to: 1) Veteran requires manual wheelchair for less than three months due to temporary physical impairment; 2) Veteran requires manual wheelchair less than once per week; 3) Veteran has limited ability to self-propel and is expected to rely on a caregiver for wheelchair mobility and does not have postural support, repositioning, or skin protection needs.

Contraindications: The standard manual wheelchair is contraindicated for individuals with long term (i.e., more than three months) or significant physical impairment necessitating the use of a manual wheelchair more than once per week. It is contraindicated for those who require specific wheelchair adjustments to optimize postural support, skin protection, and/or functional skills. The standard wheelchair is contraindicated for those who do not fit one of the available three sizes.

Minimum Technical Requirements (MTR): All offered standard manual wheelchairs must meet all of the minimum technical requirements in order to be evaluated and considered for award. The MTRs include FDA Documentation, Healthcare Common Procedure Coding System (HCPCS) and RESNA Reports. Failure to do so shall be cause for rejection of the quote with no further consideration.

	Feature	Specification
MTR 1	Seat Sizes (width x depth) with occupant mass (weight) capacity	1) 16"x16" with 250lbs occupant mass (weight) capacity. 2) 18"X16" with 250lbs occupant mass (weight) capacity. 20"x18" with 300 lbs. occupant mass (weight) capacity. * A separate RESNA test report is required for this model given the occupant mass capacity is different than the (2) other models.
MTR 2	Frame Description	Folding frame. Frame material is not designated.
MTR 3	Arm support	Fixed height, detachable, reversible, with desk length padded arm support. Solid panel to serve as clothing guard.
MTR 4	Back Canes	Integrated push handles with bend at superior aspect. The degree of bend is not specified.
MTR 5	Backrest height	Fixed height at 16.5" plus or minus (+/-) 1" (one inch).
MTR 6	Seat and back support description	Nylon seat and back support. Seat upholstery must include hook style Velcro™ sewn in place to secure a cushion. The location of the Velcro™ attachment is not specified. Opposing loop style Velcro™ must be included.
MTR 7	Seat to floor height	19.5" plus or minus (+/-) 1/2" (one-half inch).
MTR 8	Casters	8" maximum diameter, composite casters with solid tires.
MTR 9	Rear wheels	24" composite wheels, solid treaded tires, aluminum push rim, threaded axles with wheels bolted in place. Wheelchairs with dual axle positions will not be excluded. For adjustable rear seat to floor height, front caster housing must maintain vertical alignment.
MTR 10	Front Rigging	Swing-away, detachable, adjustable length by push-button, with flip-up composite footplate with heel loop. The angle of the front rigging is not specified.
MTR 11	Wheel locks	Push to lock.
MTR 12	Anti-tip devices	Adjustable length, removable, mounted on both right and left sides of frame. If alternate rear seat heights are available, adjustability of anti-tip device must support compatibility with all seat heights.

MTR 13	Overall weight of the wheelchair	For 16"x16" and 18"x16" with 250lbs occupant mass capacity, 36lbs maximum device weight includes all components except front riggings. For 20"x18" with 300lbs occupant mass capacity, the overall weight of the wheelchair is not specified.
MTR 14	Warranty	Minimum one-year warranty for parts and labor. Associated forms must accompany proposal.
MTR 15	User Manual	Consistent with requirements outlined as established standards in RESNA Volume I Section 15.
MTR 16	Order Form	A product order form must be provided that is consistent with requirements outlined in the blanket purchase agreement (BPA). Two versions of the same form shall be submitted; one with itemized pricing and one without pricing for technical evaluation.
REQUIRED OPTIONS		
MTR 17	Elevating Leg Support	Swing away, adjustable length, adjustable position calf pad, flip up composite footplate. Multiple elevation positions must be available.
MTR 18	Wheel lock extensions	Minimum 6" length and removable, with retention mechanism to secure the extension handle to the wheel lock.
MTR 19	Oxygen tank holder	Accommodates E-tank. Designed for efficient installation with both right and left orientation available without adverse impact on client safety (i.e. compromise of rearward chair stability or contact of tank with client). Must be compatible with cane/crutch holder and anti-tip devices.
MTR 20	Cane/Crutch Holder	Designed for efficient installation with both right and left orientation available. Must be compatible with both oxygen tank holder and anti-tip devices installed.
MTR 21	US Food & Drug Administration (FDA)	510(k)/Maude Report
MTR 22	Healthcare Common Procedure Coding System	HCPCs assigned to wheelchair
MTR 23	Rehabilitation Engineering and Assistive Society of North America (RESNA)	RESNA Test Reports

U.S. Food & Drug Administration (FDA) Documentation: All submitted offers must include FDA (510(k)) documentation indicating clearance for marketing, and evidence that the company is appropriately registered and the product is listed with the FDA. The offeror must also include any Manufacturer and User Facility Device Experience (MAUDE) reports about the specific product. Failure to submit the required FDA documentation, dated and signed, will result in the offer being summarily rejected and withdrawn from further consideration.

Healthcare Common Procedure Coding System (HCPCS) Codes: All submitted offers must include the HCPCS codes assigned to the wheelchair and the MTR required options. Within three months of being awarded a BPA, the official documentation from the Medicare Pricing, Data Analysis and Coding (PDAC) Contractor, confirming the assigned HCPCS codes must be provided to [be provided at award].

RESNA Standards Tests & Reports

A Rehabilitation Engineering and Assistive Technology Society of North America (RESNA) test report must be included for each wheelchair model submitted. Requirements are specified for RESNA test reports.

Failure to provide a RESNA test report consistent with minimum requirements will result in the offer being summarily rejected and withdrawn from further consideration.

RESNA test reports will also be used to confirm compliance with required MTRs. Lack of compliance with MTRs will result in the offer being summarily rejected and withdrawn from further consideration.

The RESNA standards for wheeled mobility device testing are industry recognized objective measures of performance, durability and safety. These tests are developed by committees of experts from industry, research and clinical practice. The standards for wheelchair testing constantly evolve as refinements in test procedures are incorporated. RESNA has defined the device configuration for testing and clarified test protocols. All parameters and technical information needed to conduct the testing may be obtained from RESNA at:

RESNA (Rehabilitation Engineering Society of North America)
1700 N. Moore Street, Suite 1540, Arlington, VA 22209-1903
Phone (703) 524-6686
FAX (703) 524-6630
www.RESNA.org

RESNA STANDARDS REQUIREMENTS:

Each offer submitted must be accompanied by a comprehensive RESNA test report meeting the following minimum specifications. Failure to meet any of the minimum requirements will result in the offer being rejected and withdrawn from further consideration.

1. For each sample offered, all literature and test reports must be grouped together in a single, organized package. The documentation package must be provided in 2 formats: 1) electronically as a PDF; and 2) hardcopy in an organized and clearly labeled binder.
2. All devices must be tested at the maximum occupant mass specified. Products with different specified occupant mass capacities require separate test reports. Products that differ only in non-functional details such as seat size or additional accessories do not require separate test reports.
3. The testing must have been conducted in the United States.
4. The report must be prepared in English.
5. The report must be signed by a representative of the testing facility who can confirm that test results are accurate, were obtained in accordance with identified RESNA standards, and were performed on a single product sample.
6. The product sample tested must be the same model as the bid sample or clearly be a close predicate that has only cosmetic differences. A test report on a prototype is not acceptable. Photos of the product tested are required as a component of the test report.
7. The report must contain sufficient dimensional and performance measures to verify that product specifications are met.
8. The requirements for testing performed at independent test facilities vs. manufacturer facilities are not specified. However, the RESNA report will be significantly weighted as a component of the subjective technical evaluation and higher ratings will be assigned to reports completed by independent test facilities. The facilities listed below in alphabetical order have prior conducted mobility device testing and are members of the RESNA Standards Committee on Wheelchairs. The VA does not specifically endorse any of these testing facilities.

Beneficial Designs, Inc.
Peter Axelson
PO Box 69
Minden, NV 89423
Phone: 775.783.8822

MET Laboratories, Inc.
Leonard Frier
914 W. Patapsco Ave.
Baltimore, MD 21230
Phone: 410.354.3300

William A. Ammer Consulting
William A. Ammer
1430 Lakeside Drive
Allison Park, PA 15101
Phone: 412.492.0918

9. The required RESNA tests and results to be submitted for each sample are listed below. To be consistent with current commercial standards of practice applied by other government third party payers, VA requirements are consistent with current Pricing, Data Analysis & Coding (PDAC) requirements identified by Noridian Administrative Services, LLC contracted by Centers for Medicare and Medicaid Services (CMS).

Required RESNA test protocols for Volume 1 are listed below. Test protocols that are not required are not listed; results from any additional tests provided will be reviewed and considered when rating the RESNA report as a component of the technical evaluation.

Note: The clause numbers of some tests may have recently changed. The name of the test procedure shall take precedence.

RESNA WC-1 – American National Standard for Wheelchairs

Volume 1: Requirements and Test Methods for Wheelchairs

Section 1: Determination of static stability

Clause 9 – Test for static stability in the forward direction

Clause 10 – Test for static stability in the rearward direction

10.3 – Wheels locked and the wheelchair in the least stable configuration
Wheelchair set up per table 2.

Clause 11 – Test for static stability with anti-tip devices

11.2 – Anti-tip device in the least effective configuration (tested in rearward orientation if anti-tips exist and lateral orientation if anti-tips exist).

Section 5: Determination of dimensions, mass and maneuvering space

Clause 8 – Required Measurements

8.2 - Length - Full overall length; Definition 3.9 - distance between the most forward and most rearward point of the wheelchair when assembled and ready for use with any leg supports, foot supports and any anti-tipping devices fitted (see Figure 8).
Tested with loader gauge feet on device to verify the feet fit on device.

8.3 – Width - Overall width; Definition 3.21 – distance between the two outer most lateral points of the wheelchair (left and right) when assembled and ready for use (see Figure 8).

8.9 Total Mass

8.11 – Pivot width

8.15 - Required width of angled corridor; Annex E-12; Definition 3.32 minimum width of a corridor with a right angled turn in which the wheelchair can be driven in forward and rearward direction (see Figure 20).

Clause 9 – Disclosure of Information

Clause 10 – Test Reports

Section 7: Method of measurement of seating and wheel dimensions

- Clause 7 – Measurement procedure
- Clause 7.3 – Measurements
 - 7.3.2 - Dimension 1: Seat plane angle
 - 7.3.3 - Dimension 2: Effective seat depth
 - 7.3.4 - Dimension 3: Seat width
 - 7.3.6 - Dimension 5: Seat surface height at front edge
 - 7.3.7 - Dimension 6: Back support angle
 - 7.3.8 - Dimension 7: Back support height

Section 8: Requirements and test methods for static, impact and fatigue strengths (all tests)

- Clause 8 - Static Strength
- Clause 9 - Impact Strength
- Clause 10 – Fatigue tests

Section 15: Requirements for information disclosure, documentation and labeling

Clause 5 – Requirements for disclosure of test information in manufacturer's specification sheets

- Clause 7 – Documentation
 - 7.1 General
 - 7.2.3 User manual
 - 7.3 Contents of user manual
- Clause 8 – Permanent labeling (RESNA Rev.)

(End of RESNA)

B.3 BPA TERMS AND CONDITIONS

A. BACKGROUND

The Department of Veterans Affairs (VA) requires the acquisition of Standard Manual Wheelchairs for Home Use in support of the next generation Medical/Surgical Prime Vendor Program (NG-MSPV) catalog (hereafter referred to as the “NG-MSPV Catalog”). The NG-MSPV Program and NG-MSPV Catalog is a partnering effort between the Veterans Health Administration (VHA) and the Department of Veterans Affairs (VA) Office of Acquisition, Logistics and Construction (OALC).

The intent of this acquisition is to streamline procurements of Prosthetic, Medical, Surgical, Dental, Laboratory (Lab) and Environmental Medical Supplies (EMS) and consumable commodities purchased in support of the NG-MSPV Program and are needed in order to build and support the NG-MSPV Catalog. This solicitation is specific to items under the Prosthetic category.

Items are currently added to the NG-MSPV Catalog through the execution of agreements between contractors that are awarded Blanket Purchase Agreements (BPAs) and the current NG-MSPV Program contractors. As the NG-MSPV Program is a key element in VHA’s integrated supply chain improvement initiative that is designed to significantly improve efficiency and accuracy, it is important that the manner in which items are added to the NG-MSPV Catalog is also efficient and accurate. Current processes for the establishment of BPAs in support of the MSPV Program have been problematic in terms of effectiveness, timeliness, and overall benefit. The proposed approach is meant to streamline the establishment of BPAs by simplifying the process of product selection and solicitation, evaluation, and award.

B. OVERVIEW

VA desires to issue multiple, single-award BPAs for various consumable commodities at prices lower than the published Federal Supply Schedule (FSS).

The purpose of this BPA requirement is to provide a means of purchase for commodities across the VA Healthcare system, Indian Health Service (IHS), Department of Health and Human Services (DHHS), and Department of State (DOS) and secure the availability and consistency of volume based pricing and products through a nationally available source. The selected Contractor shall be capable of providing an uninterrupted supply of items for distribution through the NG-MSPV. Purchases by the Government of products established under the resulting BPA will be ordered by VA field offices, Indian Health Service (IHS), Department of Health and Human Services (DHHS), and Department of State (DOS) through the NG-MSPV program.

The NG-MSPV program is a national program that provides a customized distribution system that meets or exceeds facility requirements by providing efficient and cost-effective just-in-time distribution, inventory, electronic, and catalog ordering processes through the prime vendor contracts. The MSPV program facilitates quick, reliable, just in time ordering, thus, increasing the efficiency and effectiveness of the day-to-day

operations. In order for the contractor to participate in the NG-MSPV Program, the contractor must establish an agreement with each Prime Vendor in order to add their products to the supply chain prior to award. All resulting orders placed under the NG-MSPV program shall be in accordance with the terms and conditions of the resulting NG-MSPV contract. Therefore, the BPA holder shall make the BPA item(s) available through the NG-MSPVs. The specific terms and conditions (e.g., chargeback arrangements, payment terms, etc.) of the contractor agreement with each Prime Vendor must be finalized between the BPA holder and each applicable prime vendor.

Note: The Government intends to issue a single-award BPA for each of the consumable commodities identified in Attachment D. A single-award BPA may have multiple line items. For specific instructions to submit a quote, see Attachment D and Section E. The period of performance will commence on the effective date of BPA award and is anticipated to expire five years from the date of award unless canceled, terminated, or extended pursuant to any option provision included in the contract.

C. SCOPE

This solicitation is published on Federal Business Opportunity (FBO) website and is made available to all contractors that can provide the items as identified in this solicitation.

D. TERMS

- 1) The contractor agrees to provide the BPA established item(s) to satisfy the Government's requirement when an order is placed during the effective period of the established agreement. Ordering availability shall be made available through the NG-MSPV program.
- 2) The BPA Holder shall make the BPA items available through the NG-MSPV. The specific terms and conditions, e.g. chargeback arrangements, payment terms, etc., of the agreement must be finalized between the BPA holder and the applicable prime vendor.
- 3) The contractor shall provide discounts and price reductions to its current commercial catalog pricing.
- 4) The BPA holder shall provide written notice to the SAC BPA Government points of contact (See section *B.1, BPA Administration Data*) of any changes to its commercial contract specifically related to any items on the resultant BPA. Changes include, but are not limited to price decreases, product deletions, and the discontinuation of any item from the contractor's commercial catalog.
- 5) **CANCELLATION** – VA is required to review this BPA on an annual basis. At any time during the term of the agreement, the Government or contractor may cancel this agreement by providing written 30 day advance notice to the other party.

E. EXTENT OF OBLIGATION

- 1) The Government is obligated only to the extent of authorized purchases actually made under the resultant BPA. This BPA does not obligate any funds, nor is the Government obligated to make any purchases under this BPA.
- 2) It is anticipated that BPAs will be established for a base period of one (1) year with four (4), one (1) year option periods. The effective date of the award shall be 30 days after the award to allow time for the BPA holder to establish an agreement with each NG-MSPV Prime Vendor in order to add their products to the supply chain.

F. ALTERNATE SUPPLY

If the Vendor determines to terminate production of the selected item and contemplates replacement with an alternative item, the Government reserves the right to evaluate the potential replacement item(s). There is no guarantee that the Government will evaluate any replacement item(s) favorably. If the Government determines the replacement item(s) as unacceptable, the individual item(s) or the entire BPA may be cancelled.

G. ESTIMATED VOLUME

The estimated volume for the consumable commodities will be identified within Attachment D.

Aggregate purchases may be less than or more than the estimated annual volume of purchases and VA makes no guarantee regarding the actual quantities that may be purchased. The Government is not obligated to make any purchases under the resultant BPA. If the Government does not achieve the estimated annual volume of purchases, the Vendor hereby waives any right to collect the difference in price between the actual level achieved and the anticipated level.

H. ORDER OF PRECEDENCE

- 1) The terms and conditions of this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Vendor's invoice, the provisions of this BPA will take precedence.

I. ORDERING

BPA ordering will be decentralized. Orders will be placed through the NG-MSPV program. Ordering procedures for orders under the NG-MSPV program will be in accordance with the NG-MSPV contract.

For orders placed under a resultant BPA on a Quarterly basis the orders shall be reviewed by the vendor to provide the VA with quantity range discounts. If range discounts have been realized the vendor shall provide quantity discounts for the next Quarter. The price of orders on the previous Quarter shall not change.

J. NOTICE OF INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE BPA

Individuals with the expressed authority to obligate the Government are authorized to place orders under this BPA.

All delivery orders are made through the NG-MSPV program; therefore, the contractor shall make this BPA available through the Department of Veterans Affairs Medical Surgical Distribution Program (VA Distribution Program), “Authorized Medical Surgical Prime Vendors”.

K. REPORTS – VERIFICATION NEEDED THAT VENDORS CAN PROVIDE ALL ITEMS IN ATTACHMENT E

- 1) In order to track compliance, VA requires the contractor to submit the *quarterly* report of sales in the approved format listed in Attachment E - BPA Quarterly Reporting Tool.

The contractor agrees by submitting an offer that they shall adhere to this requirement. The contractor shall provide a *quarterly* report of sales, by line item, no later than thirty (30) calendar days after the end of each calendar *quarter* ending March, June, September and December. Reports shall be sent electronically to the BPA Government points of contact listed in Section B.1, Project Manager at james.harris12@va.gov, Contract Specialist at VACOMSPVLaboratory@va.gov, Financial Management Analyst at SACPAY@va.gov and VA PAS at VA003B1DEmp@va.gov; until the contractor is notified, in writing, of a different point of contact.

L. DELIVERY REQUIREMENTS

- 1) Delivery shall be made to NG-MSPV locations (unless noted otherwise) nationwide within the Continental United States (CONUS) and Outside the Continental United States (OCONUS).
- 2) The BPA Holder shall make the BPA items available through all of the VA distribution programs.
- 3) **Inspection and Acceptance**

The acceptance paragraph in FAR 52.212-4 is based upon the assumption that the Government will rely on the contractor’s assurances that the commercial item tendered for acceptance conforms to the BPA requirements. The Government’s inspection of commercial items will not prejudice its other rights under the acceptance paragraph.

- 4) **Schedule for Deliverables**

The following provisions apply to all shipments:

Inspection: Destination

Acceptance: Destination

- 5) **Ship To and Mark For**

Deliveries shall be marked and shipped to NG-MSPV locations in accordance with the Prime Vendor distribution agreement.

Prosthetic Alternate Delivery Requirements:

To meet the needs of Veteran Patients across the VHA system of Care, there may be times the local Prosthetic and Sensory Aids Service (PSAS), will require delivery to an alternate location other than through NG-MSPV.

Alternate delivery **shall** only be used when the need arises to ship prescribed item(s) to other than the local medical center, as Medical Surgical Prime Vendor Next Generation is structured for direct delivery to the Facilities.

Alternate delivery **shall** not be used to circumvent VHA policy that Prime Vendor distribution contracts will be used to acquire any item(s) that are available from prime vendor formularies/catalogs. In other words, for any item(s) that is/are available in the Prime Vendor formulary/catalog, it is mandatory in VHA that any item(s) will be "ordered"/acquired through the Prime Vendor.

These alternate delivery orders **shall** be placed directly with the BPA/National Contract Holder by a warranted Contracting Officer.

The local PSAS office will create a delivery order, to include the address to where the item(s) are to be shipped. This order can be placed by the local Medical Center in the most economical manner they deem fit. (Purchase Card, Purchase Order, etc.)

Upon the receipt of an alternate delivery order (applicable to shipping directly to Veteran):

- 1) Delivery from the BPA/National Contract Holder shall be FOB Destination to the address indicated on the delivery order.
- 2) Deliveries will be shipped using a mail tracking system to identify location and/or proof of delivery.
- 3) Regular deliveries shall be made within 7 days after receipt of a delivery order and expedited delivery within 3 days.
- 4) The government agrees to pay for any expedited shipping charges when such orders are required.
- 5) The Government acceptance of all delivery orders shall take place at the delivery point.

Alternate delivery procedures shall safeguard Personally Identifiable Health Information (PHI) and Personally Identifiable Health Information (PII). The Department of Veteran defines personally identifiable information as:

"information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc."

Personally Identifiable Health Information: Personally Identifiable Health Information (PHI) is a subset of Health Information, including demographic information collected from an individual, that: (1) is created or received by a health care provider, health plan,

or health care clearinghouse (e.g., a HIPAA-covered entity, such as VHA); (2) relates to the past, present, or future physical or mental condition of an individual, or provision of or payment for health care to an individual; and, (3) identifies the individual or where a reasonable basis exists to believe the information can be used to identify the individual.

NOTE: VHA uses the term PHI to define information covered by the Privacy Act and the Title 38 confidentiality statutes in addition to HIPAA.

Personally Identifiable Information: Personally Identifiable Information (PII) is any information pertaining to an individual that is retrieved by the individual's name or other unique identifier, as well as PHI regardless of how it is retrieved. PII is a subset of personally identifiable information and is protected by the Privacy Act.

Protected Health Information: The HIPAA Privacy Rule defines Protected Health Information (PHI) as PII transmitted or maintained in any form or medium by a covered entity, such as VHA. *NOTE: VHA uses the term protected health information to define information that is covered by HIPAA but, unlike PII, may or may not be covered by the Privacy Act or Title 38 confidentiality statutes. In addition, PHI excludes employment records held by VHA in its role as an employer.*

M. PERIOD OF AGREEMENT

- 1) This agreement is between the Government and the Contractor and shall become effective on the date stated in Box 3 of SF 1449. Each BPA issued is anticipated to have a one (1) year base period with four (4), one (1) year option periods (to be exercised at the discretion of the Government) for a total of five (5) years. This agreement expires at the end of that time or at the end of the VA FSS contract period, whichever is earlier. Government review of the volume of purchases and the corresponding discounts will be conducted annually (i.e., one year from the date of award) to determine if it is in the Government's best interest to continue the performance period of the agreement. Discounted quotes will apply throughout the period of the agreement.
- 2) The NG-MSPV contract between each of the prime vendors and the resultant BPA holder shall establish the terms and conditions of the resultant BPA holder's participation in the NG-MSPV program.

SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

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

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

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

[

] (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (OCT 2015) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

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

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

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

(28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

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

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

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

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

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

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

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

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

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

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

(ii) Alternate I (OCT 2015) of 52.223-13.

(39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

- (ii) Alternate I (JUN 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.
- (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (48) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

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

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

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

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

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

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

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

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

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

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

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

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

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

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

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of Clause)

C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to the expiration of the base or option year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

C.3 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

- (a) Elsewhere in this contract or agreement; or
- (b) In individual orders placed under this contract or agreement.

(End of Clause)

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):

<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>
52.212-4	CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS	MAY 2015

C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.6 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.7 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.8 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of 12 months, 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.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)

C.10 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <http://www.va.gov/oig/contacts/hotline.asp> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: ATTACHMENT A - VA Medical Surgical Prime Vendors.

See attached document: ATTACHMENT B - Invoicing Instruction for VHA Contracts.

See attached document: ATTACHMENT C – Appendix C, Standard Elements and Fields

See attached document: ATTACHMENT D Pricing and Product Data for eCMS upload

See attached document: ATTACHMENT E - BPA Monthly Reporting Tool

See attached document: ATTACHMENT F Tech Eval Procedures STD Manual Wheelchairs

SECTION E - SOLICITATION PROVISIONS

E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does does not have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have have not been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.3 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)

E.4 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.

(End of Clause)

E.5 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

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

A. SCOPE:

This is a Request for Quotation (RFQ) to establish a single award BPA for VA Healthcare System, Indian Health Service (IHS), Department of Health and Human Services (DHHS), and Department of State (DOS). VA desires to offer its customers, on a national basis, quality products at competitive prices, and to offer its contractors more opportunities within the VA Healthcare system, Indian Health Service (IHS), Department of Health and Human Services (DHHS), and Department of State (DOS).

The purpose of this BPA is to secure volume based pricing and products to be available nationally through the NG-MSPV.

The intent of these BPAs is to establish pricing lower than currently available under the FSS.

B. QUOTE SUBMISSION

The list of required commodities will be published in Attachment D on an as needed basis. There is no intention to bundle Consumable Commodities; therefore, offerors shall provide separate quotes for each commodity being requested. Offerors may submit individual quotes for one, some or all line items on Attachment D. If an offeror is quoting multiple line items, they must still submit one separate/individual quote per line item.

Quotes shall be submitted via email to the mailbox: Michelle.Bailey@va.gov. The subject line of the email shall read the solicitation number, name of product quoted and the company name. For example: "VA119-17-Q-0017, Standard Manual Wheelchairs, Company

Name". Each quote shall be submitted to the mailbox separately using the naming convention described herein.

a. INTRODUCTION

The VA is using a two-step technical process to select a contractor to deliver the required commodity. For the first step, a shortlist of eligible Quoters will be determined based on the Volume I Product Literature review of quoted product the VA received in response to its Request for Qualifications (RFQ) dated December 16, 2016. An invitation to submit product for physical evaluation is the second step of the procurement process. The VA will accept products only from contractors who have been advised by email that they have been shortlisted. The Offeror's quote shall be submitted electronically by the date and time indicated in block 8 of the SF 1449, via email to: Michelle.Bailey@va.gov, as set forth below. The Offeror's quote shall consist of and be submitted in the following three (3) Volumes:

Volume I – Technical

1. Product Literature, RESNA test report review, FDA documentation and HCPCS codes
2. Physical Evaluation by invitation Only

Volume II – Price (Attachment D, Pricing Schedule)

Volume III – Solicitation, Quote, & Award Documents, Certifications & Representations
The use of hyperlinks in quotes is prohibited.

*Any questions or concerns regarding this solicitation be emailed Michelle.Bailey@va.gov **no later than 12:00PM Eastern Standard Time (EST) 23 December 2016**. Please include **"Prosthetic Product Name"** in the Subject of the email as specified above.

b. RFQ FILES

Quotations shall be submitted in accordance with the following instructions:

- a. Format: the submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Quotation page limitations are applicable to this procurement. The Table below indicates the maximum page count (when applicable) for each volume of the contractor's quotation. All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall

be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement.

Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. If the Contractor submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the Contractor's page limitations unless otherwise indicated in the specific volume instructions below. 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.

- b. File Packaging: all of the quotation files may be compressed (zipped) into one file entitled "quotation.zip" using WinZip version 6.2 or later version or the quotation files may be submitted individually.
- c. Content Requirements: All information shall be confined to the appropriate file. The Contractor shall confine submissions to essential matters, sufficient to define the quote and provide an adequate basis for evaluation. Contractors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each quote. The titles for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations*
Volume I	Technical	*Prosthetic Product Name - Tech.pdf	None
Volume II	Price	* Prosthetic Product Name - Price.xls	None
Volume III	Solicitation, Quote & Award Documents, Certifications & Representations	* Prosthetic Product Name - OfrRep.pdf	None

Please include in the file name **Prosthetic Product Name** of the item for which you are providing a submission for example, Standard Manual Wheelchairs – Tech.

Cover Page, Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the Technical Volume I. However, be advised that any and all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with a Contractor's quotation will not be evaluated by the Government.

1. VOLUME I – TECHNICAL FACTOR

Contractors shall address each CLIN description for Consumable Commodities, in accordance with all the MTR's (see Attachment D, Pricing and Product Data for eCMS upload August 16 for description of the required items)

Contractors shall submit the Product Literature for each of the products being quoted to demonstrate compliance with the MTR's listed for each consumable commodity.

- a. **Product Literature:** Product literature is required to establish details of the product quoted.
 - i. The Contractor shall submit one (1) electronic copy & hard copy of all product literature via email to: Michelle.Bailey@va.gov.
 - ii. The Product Literature must be cross-referenced to demonstrate compliance with each of the MTR's.
 1. The information shall identify and highlight the appropriate model and type and all accessories for functions offered and clearly show that the item(s) offered meets the MTR's listed in the RFQ.
 - iii. This documentation shall be written in English, on the letterhead of the quote with signature, title, email address, and phone number of the preparer, with laboratory test documentation attached, if necessary, for validation. The preparer shall have the ability to legally bind the Contractor.
 - iv. Vendors shall provide a copy of the page within the schedule contract which delineates the schedule price for the item being submitted and include the schedule contract number.

Technical Physical Evaluation: Upon notification please provide a fully assembled wheelchair with the required options to the following location;

Deliver To: Human Engineering Research Lab (HERL/VA) Pittsburgh
Healthcare System
Attn: Ben Gebrosky
6425 Penn Avenue, Suite 400
Pittsburgh, PA 15206

To be considered your product must be received no later than **Noon, 20 January 2017**.
NO EXCEPTIONS. If not received by the specified date and time you shall be considered unresponsive and your quote shall receive no further consideration.

2. VOLUME II – PRICE.

- a. The Contractor shall submit (1) electronic copy of all pricing (at a minimum Attachment D) via email to: Michelle.Bailey@va.gov.
- b. Contractors shall complete Attachment D with their current FSS unit price offered, FSS unit price (with discount) for each range, and extended offered unit price (with discount) for each range. Additional price reductions from FSS pricing are requested, but price shall be equal to or less than the published FSS catalog for the duration of the BPA.
- c. The Contractor shall complete Attachment D in the Excel Pricing Attachment. Breakdown of cost data is not required in as much as the Contracting Officer anticipates adequate price competition.

3. VOLUME III - SOLICITATION, QUOTE AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS.

Certifications and Representations - An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. The Contractor is required to provide their certifications and representations manually or through ORCA. This Volume shall contain the following:

Solicitation Section A – Standard Form (SF1449) and Acknowledgement of Amendments, if any. Quotes shall remain valid for 120 days after quote submittal.

- a. Contractors are hereby advised that any Contractor-imposed terms and conditions which deviate from the Government's material terms and conditions established by the RFQ, may render the Contractor's quotation Unacceptable, and thus ineligible for issuance of a BPA. Please ensure you identify any contractor-imposed terms and conditions in this volume.
- b. 52.209-5 Representation by Corporations Regarding an Unpaid Tax Liability or a Felony Conviction Under Any Federal Law (Deviation) (MAR 2012).
- c. 52.209-7 Information Regarding Responsibility Matters (JUL 2013).
- d. Completed provision 52.212-3, Representations and Certifications or current copy from SAM.
- f. Attachment C, Appendix C. See ATTACHMENT C1 - Appendix C Guide for guidance regarding filling in the Appendix C.

Note: The Contractor shall submit one (1) electronic copy of all VOLUME III

- SOLICITATION, QUOTE AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS via email to: Michelle.Bailey@va.gov in accordance with block 8 of the SF 1449 Due Date. Failure to submit/complete the required documentation in Volume III, will result in the offer being summarily rejected and withdrawn from further consideration

(End of Addendum to 52.212-1)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award Firm Fixed Price Blanket Purchase Agreement(s) resulting from this solicitation.

(End of Provision)

E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities

Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

E.8 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

E.9 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (JAN 2003)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the contracting officer to be necessary.

(End of Provision)

E.10 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

The following provisions are incorporated into 52.212-2 as an addendum to this solicitation:

A. SOLICITATION PROCEDURES

All Prosthetic consumable commodities will be solicited via an solicitation published on the Federal Business Opportunity (FBO) website and will be available to those contractors as identified in block 10 of the Standard Form 1449 to ensure the maximum amount of competition.

B. BASIS FOR ISSUANCE OF BPA

A best value determination will be conducted to determine the establishment of the BPA. The VA is using a two-step technical process to select a contractor to deliver the required commodity. For the first step, product literature will be evaluated to determine whether quoted items meets the Minimum Technical Requirements (MTRs), the Rehabilitation Engineering and Assistive Technology Society of North America (RESNA) testing and has provided the required FDA documentation. Contractors who meet all these standards will be considered technically acceptable.

An invitation to submit product for physical evaluation is the second step of the procurement process. The VA will accept products only from contractors who have been advised by email that they have been shortlisted. Any product that does not meet all of the technical requirements as specified will receive no further consideration. A BPA will be established based on Best Value.

The Government intends to issue either a single award or multiple single award BPA's to the contractors that offer the best value to the VA. The Government will only evaluate price quotes of vendors found technically acceptable.

See attached document: ATTACHMENT F - Tech Eval Procedures Std Manual Wheelchairs

C. EVALUATION APPROACH

All quotations shall be subject to evaluation by a team of Government personnel. The Government reserves the right to issue a BPA based upon the initial evaluation of quotes.

All Offerors are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government may first evaluate the total proposed price of all Offerors. Thereafter, the Government will evaluate the quote of the lowest priced Offeror only. If the lowest priced Offeror's quote is determined to conform to the requirements, the Government may make award to that Offeror without further evaluation of the remaining Offerors' quotes. If the lowest priced Offeror's quote does not conform to the requirements, then the Government may evaluate the next lowest priced quote, and so forth and so on, until the Government reaches the lowest priced offer that is determined to conform to the requirements. However, the Government reserves the right to evaluate all Offerors' quotes should it desire to conduct discussions, or otherwise determine it to be in the Government's best interest.

The BPA will be issued to the vendor whose price is lowest among all quotes with products that meet the minimum technical requirements. Vendors who fail to meet the minimum technical requirements and terms of the solicitation will be rated Unacceptable and thus, ineligible for a BPA.

D. EVALUATION OF QUOTATIONS:

- a. **TECHNICAL** - The technical submission will be evaluated to determine whether the quoted items meet the MTR's/Rehabilitation Engineering and Assistive Technology Society of North America (RESNA) test standard and provide the required FDA approvals, and are thus considered technically acceptable. If any quoted products do not meet all of the technical requirements as specified, the quote may be deemed technically unacceptable and thus, ineligible for award.
- b. **PRICE**
 - i. The total overall evaluated price will be the sum of the evaluated Firm Fixed Price (FFP) line items, including all options. The Government will verify the Offeror's calculation of the total evaluated price. The Government will adjust the Offeror's proposed total overall evaluated price if mathematical errors are identified.

i. Firm Fixed Price (FFP): The FFP Price will be the sum of the Total Evaluated FFP Line Items as defined below:

- (1) FFP Line Items, Firm Quantities – The total evaluated price for each line item will be calculated by the proposed unit price.
- (2) FFP Line Items, Range Quantities – Where range quantity prices are required, the total evaluated price for each line item will be calculated by computing a weighted unit price.

The example below shows how the evaluated price will be computed for a hypothetical line item where range pricing is required:

- (1) Each range proposed unit price will be multiplied by a percentage weighting (the percentage will be specified by the Government) for that range to calculate a weighted unit price for that range.
- (2) The weighted unit price for each range will be summed. The result will be the evaluated weighted unit price.

EXAMPLE ONLY:

RANGE QTY	UNIT PRICE	% WEIGHT	WEIGHTED UNIT PRICE
1 - 500	\$ 1,000.00	20%	\$ 200.00
500 - 1000	\$ 900.00	30%	\$ 270.00
1001 - 1500	\$ 800.00	30%	\$ 240.00
1,500+	\$ 700.00	20%	\$ 140.00
		100%	\$ 850.00

ii. Price will not be evaluated adjectivally or assigned a score. Therefore, the Contracting Officer (CO) will be responsible for considering any discounts off established schedule rates, determining rates are consistent, and show relationship to the offeror’s current GSA Schedule pricing, and that any open market categories are identified, if applicable.

(End of Addendum to 52.212-2)

(End of Provision)