

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 549-18-2-014-0283		PAGE 1 OF 12	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C25718Q0675	
6. SOLICITATION ISSUE DATE 04-13-2018		7. FOR SOLICITATION INFORMATION CALL: a. NAME Shantelle Mayfield		b. TELEPHONE NO. (No Collect Calls) 210-694-6330		8. OFFER DUE DATE/LOCAL TIME 04-18-2018 1000AM EST	
9. ISSUED BY  Department of Veterans Affairs VISN17 Network Contracting Activity 7400 Merton Minter Blvd. (10N17/90C) San Antonio TX 78229				10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 339112 SIZE STANDARD: 1000 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO  Department of Veterans Affairs Dallas VA Medical Center Attn: SUPP PROC & DISTR (90E) 4500 South Lancaster Road Dallas TX 75216				16. ADMINISTERED BY  Department of Veterans Affairs VISN17 Network Contracting Activity 7400 Merton Minter Blvd. (10N17/90C) San Antonio TX 78229			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971  PHONE: FAX:			
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	
		See Schedule.				23. UNIT PRICE	
						24. AMOUNT	
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA 549-3680160-014-828100-3131 010028143				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
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"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  <input type="checkbox"/>				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:  <input type="checkbox"/>			
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) James C. Easley Contracting Officer		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C257

Department of Veterans Affairs

VISN17 Network Contracting Activity

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

San Antonio TX 78229

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

☐ 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or  
☒ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ When furniture has been delivery and accepted by POC.

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

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
0001	GRASPING FORCEPS 2.5MM WL 215MM - reusable LOCAL STOCK NUMBER: 8254.602	6.00	EA	_____	_____
0002	BIOPSY FORCEPS WL 270MM - jaw straight, toothed, double opening, sheath straight, reusable LOCAL STOCK NUMBER: 8280.22	6.00	EA	_____	_____
0003	SMALL GRASPING FORCEPS WL 230MM - jaw straight, rippled, double opening, sheath straight, reusable LOCAL STOCK NUMBER: 8283.51	6.00	EA	_____	_____
0004	GRASPING FORCEPS - MEDIUM WL 245MM - jaw straight, rippled, double opening, sheath straight, reusable LOCAL STOCK NUMBER: 8283.52	6.00	EA	_____	_____
0005	GRASPING FORCEPS - LARGE WL 240MM - jaw straight, rippled, double opening, sheath straight, reusable LOCAL STOCK NUMBER: 8283.53	6.00	EA	_____	_____
0006	TUMOR FORCEPS WL 270MM - jaw straight, through cutting, single opening, sheath straight, reusable LOCAL STOCK NUMBER: 8280.26	6.00	EA	_____	_____
0007	GRASPING FORCEPS 2.5MM WL 215MM -	6.00	EA	_____	_____

	reusable LOCAL STOCK NUMBER: 8254.601				
0008	HF COAG. SUCTION TUBE OD 4.5MM WL 250MM - knee bent, reusable LOCAL STOCK NUMBER: 8188.02	6.00	EA	_____	_____
				_____	_____
0009	HF COAG. SUCTION TUBE OD 3.1MM WL 210MM - knee bent, with monopolar HF connection, reusable LOCAL STOCK NUMBER: 8291.101	6.00	EA	_____	_____
				_____	_____
0010	HF COAG. SUCTION TUBE OD 4.1MM WL 210MM - knee bent, with monopolar HF connection, reusable LOCAL STOCK NUMBER: 8291.102	6.00	EA	_____	_____
				_____	_____
0011	ASPIRATION TUBE 3.0MM WL 220MM - reusable LOCAL STOCK NUMBER: 8783.741	6.00	EA	_____	_____
				_____	_____
0012	VIDEO MEDIASTINOSCOPE, WITH DISTAL AND PARALLEL DILATING BLADES, 160MM WL INCL: 8783.412 SCOPE, 8783.721 SUCTION IRRIGATION TUBE, WRENCH LOCAL STOCK NUMBER: 8783.4121	6.00	EA	_____	_____
				_____	_____
0013	HF CONNECTION CABLE MONO L 3M - reusable LOCAL STOCK NUMBER: 8106.033	10.00	EA	_____	_____
				_____	_____
0014	HF CONNECTION	10.00	EA	_____	_____

	CABLE BIPO L 3M - reusable LOCAL STOCK NUMBER: 8108.033			_____	_____
<b>0015</b>	FIBER LIGHT CABLE BNDL 80662530 & 8095.07 & 809509 LOCAL STOCK NUMBER: 806625301	8.00	EA	_____	_____
<b>0016</b>	DEEP UNIVERSAL TRAY METAL - reusable LOCAL STOCK NUMBER: 8585.025	6.00	EA	_____	_____
<b>0017</b>	SUCT./IRRIG. TUBE OD 2.5MM WL 165MM - for use with Richard Wolf video mediastinoscopes, straight, reusable LOCAL STOCK NUMBER: 8783.721	6.00	EA	_____	_____
<b>0018</b>	ADAPTER PROJECTOR SIDE - for connecting a WOLF light cable to OLYMPUS light sources, reusable LOCAL STOCK NUMBER: 8096.811	6.00	EA	_____	_____
<b>0019</b>	Service for 8783.412 LOCAL STOCK NUMBER: 2,07	8.00	EA	_____	_____
				<b>GRAND TOTAL</b>	_____

**B.3 DELIVERY SCHEDULE**

ITEM NUMBER			QUANTITY	DELIVERY DATE
0001-0019	SHIP TO:	Department of Veterans Affairs North Texas VA Health Care System 4500 South Lancaster Road Dallas, TX 75216 United States	ALL	30 days ARO
	MARK FOR:	214-857-0145 alfredo.garza@va.gov		

## SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	JUN 2003
52.247-34	F.O.B. DESTINATION	NOV 1991

### 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 52.214-21 DESCRIPTIVE LITERATURE (APR 2002)**

(a) Descriptive literature, as used in this provision, means information furnished by a bidder, such as cuts, illustrations, drawings, and brochures, that shows a product's characteristics or construction or explains its operation. The term includes only that information required to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

(b) Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as—

- (1) Design;
- (2) Materials;
- (3) Components;
- (4) Performance characteristics; and
- (5) Methods of manufacture, assembly, construction, or operation.

(c) Descriptive literature, required elsewhere in this solicitation, shall be—

- (1) Identified to show the item(s) of the offer to which it applies; and
- (2) Received by the time specified in this solicitation.

(d) If the bidder fails to submit descriptive literature on time, the Government will reject the bid, except that late descriptive literature sent by mail may be considered under the Late Submissions, Modifications, and Withdrawals of Bids provision of this solicitation.

(e) If the descriptive literature fails to show that the product offered conforms to the requirements of the solicitation, the Government will reject the bid.

(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):

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

(End of Clause)

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

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

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

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

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

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

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

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

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

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

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

(End of Clause)

## **C.6 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern or SDVSOB":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.*

(1) Offers are solicited only from verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

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

The contractor guarantees the equipment against defective material, workmanship and performance for a period of the market norm for these items, 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.8 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.