

(i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in [Subpart 12.6](#), as supplemented with additional information included in this notice. This announcement constitutes only the solicitation; quotes are being requested and a written solicitation will not be issued.

(ii) This solicitation (36C24818Q9207) is being issued as a Request for Quotation (RFQ).

(iii) This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-99 dated 06/15/2018.

(iv) This requirement is a Service Disabled Veteran Owned Small Business (SDVOSB) set-aside. The NAICS code for this requirement is NAICS Code 339112 – Surgical and Medical Instrument Manufacturing (1000 employees– SBA Size Standard).

(v) Price/Cost Schedule

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	STRYKER 120V NEPTUNE 3 ROVER STOCK NUMBER: 0703001000	4.00	EA		
0002	STRYKER NEPTUNE 2 DOCKING STATION (120V) STOCK NUMBER: 070201400	1.00	EA		
				GRAND TOTAL	

(vi) Description of requirements for the items to be acquired: This combined synopsis is for the requirement of four Stryker Neptune 3 Surgical Waste Management System.

SCOPE: The Stryker Neptune 3, Surgical Waste System is used to collect copious amounts of bodily fluids. This is especially important during arthroscopic and urological procedures where several liters of irrigation fluid, up to 12lt is used. It is a closed mobile system that helps protect the O.R. staff from exposure to suctioned biohazardous fluids. The Neptune 3 docks unto a docking station that unloads all fluid and goes into a drain. After unloading, the internal rotating power washers thoroughly cleans the rover internally. An added feature located on the Neptune 3 is the smoke evacuator that can be used during any surgical procedure to reduce the smoke plume when using electrocautery.

SPECIFIC NEED/ SALIENT CHARACTERISTIC'S

- 1) Stryker Neptune 3 Surgical Waste Management system to include the following:
 - a. 4 Neptune 3 Rovers
 - b. 1 Docking station
 - c. IFU

PERFORMANCE MONITORING: Appropriate training will occur for utilizing the Stryker Neptune 3 Surgical Waste Management system.

PLACE OF PERFORMANCE: James A. Haley Veterans Hospital, 13000 Bruce B. Downs Blvd, Operating Room, Tampa, FL 33612.

DELIVERY SCHEDULE: All items to be delivered and installed within 30 days of purchase order processing and order placement. FOB destination pricing.

WARRANTY OF EQUIPMENT: Contractor must provide manufacturer(s) warranty on system, one year is included.

(vii) All services are to be delivered to the Department of Veteran Affairs (VA), Veterans Integrated Service Network (VISN) 08 hospitals.

Delivery Schedule:

ITEM NUMBER		QUANTITY	DELIVERY DATE
0001- 0002	SHIP TO: James A Haley 13000 Bruce B Downs Tampa, FL 33612 USA	5	30 Days ARO
	MARK FOR: 813 972 2000 EXT 4735		

(viii) The provision at [52.212-1](#), Instructions to Offerors -- Commercial, applies to this acquisition and offers must fill out price. Offerors must submit their technical and management approach that addresses all requirements pertaining to the required services.

(ix) The provision at [52.212-2](#), Evaluation -- Commercial Items, will not be used. The comparative evaluation procedures will be used in accordance with FAR 13.106-2(b)(3).

The Government intends to award a Firm-Fixed Price contract to the responsible quoter using a comparative evaluation. The comparative evaluation will be performed in accordance with FAR 13.106-2(b)(3). The government reserves the right to select a quotation that provides benefit to the government that exceeds the minimum but is not required to do so. Quoters are advised that quotation may exceed the requirements but the government is not requesting or accepting alternate quotes; each response must respond to the solicitation requirement, stated in the RFQ.

The government will apply the following comparative evaluation process as the basis for award:

Assess the direct comparison of one quote with another using a uniform and fair approach to determine which quote provides the government what it needs, where and when in accordance with the Statement of Need (SON) and RFQ.

Once one quotation is found acceptable, it is compared to the remaining ones, and the “best” one is chosen for the best value to the government.

The Government may rely on internal documentation including the Federal Awardee Performance and Integrity Information System (FAPIS) Past Performance Information Retrieval System (PPIRS) and contracting officer’s knowledge of and previous experience with supply or service being acquired for determining Past Performance. If no record of past performance is found in FAPIS or PPIRS, the contract shall not receive a favorable or unfavorable rating, but shall receive a rating of neutral.

Information not contained in a vendor’s quote will not be considered during the evaluation. The Government intends to make award selection without clarification, but may determine after evaluating submitted quotes that the elements stated in FAR 13.106-2(b) for evaluation procedures are necessary, and conduct them as appropriate. The Government reserves the right to make no award if no quotes meet the requirements of this solicitation.

(x) To be eligible for award offerors must be registered in System for Award Management (SAM) prior to award in accordance with the provision at [52.212-3](#), Offeror Representations and Certifications -- Commercial Items.

(xi) The clause at [52.212-4](#), Contract Terms and Conditions -- Commercial Items, applies to this acquisition and no additional addenda to the clause included.

(xii) The clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items, applies to this acquisition. The following FAR clauses cited in the clause are applicable to the acquisition:

- 52.203-6 52.225-13 52.222-35
- 52.209-6 52.225-1 52.232-34
- 52.222-19 52.222-50
- 52.222-26 52.222-19
- 52.222.40 52.222-36
- 52.222-3 52.222-37

(xiii) The following additional contract requirement(s) or terms and conditions determined by the contracting officer to be necessary for this acquisition and consistent with customary commercial practices are as follows:

- 52.252-2
- 852.237-70

852.211-73 Brand name or equal.

As prescribed in 811.104-71, insert the following clause:

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)

852.219-10 VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.

As prescribed in 819.7009, insert the following clause:

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)

VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Florida, Georgia and Territory of Puerto, St Thomas, St Croix and U.S Virgin Islands. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(END-OF-CLAUSE)

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)

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)

VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of one year warranty defect, 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.

VAAR 852.246-71 INSPECTION (JAN 2008)

Rejected goods will be held subject to contractors order for not more than 15 days, after which the rejected merchandise will be returned to the contractor's address at his/her risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the contractor's account.

(END-OF-CLAUSE)

C.2 GRAY MARKET LANGUAGE (MAY 2016)

The Vendor shall be an Original Equipment Manufacturer (OEM) authorized dealer, authorized distributor, or authorized reseller for the proposed equipment/system such that the OEM warranty and service are provided and maintained by the OEM. All warranty and service associated with the equipment/system shall be in accordance with the OEM terms and conditions. The vendor shall provide new items ONLY; no remanufactured or "gray market" items. All items must be covered by the manufacturer's warranty.

(xiv) Defense Priorities and Allocations System (DPAS) and assigned rating, is not applicable to this acquisition.

(xv) Quotes are due no later than 2:00 PM eastern standard time (EST) on June 29, 2018 via e-mail melva.stennis@va.gov.

(xvi) The point of contact is Melva Stennis (813) 972-2000 ext. 5297.