

This is a combined synopsis/solicitation for commercial services/items prepared in accordance with the format in FAR Subpart 12.6 in conjunction with FAR Part 13, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a separate written solicitation will not be issued. This combined synopsis/solicitation is issued as a Request for Quote (RFQ) 36C24818Q9226.

TIERED EVALUATIONS INCLUDING SMALL BUSINESS CONCERNS

This solicitation is being issued as a tiered evaluation for SDVOSB concerns, or in the alternative, as a tiered evaluation for VOSB concerns, or in the alternative, a set-aside for other small business concerns with HUBZone small business concerns and 8(a) participants having priority. If an award cannot be made, the solicitation will be cancelled and the requirement resolicited.

Submit written offers in accordance with Addendum to FAR 52.212-1, Instruction to Offerors outlined in pages 19-22 of this solicitation. Oral quotes will not be accepted. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-99/06-15-2018. North American Industrial Classification Standard (NAICS) 339113, **Non-Biological Implants**, with a Size Standard of 750 employees, apply to this procurement.

Orlando VA Healthcare System intends to award a base on firm-fixed price contract for Non-Biological Implants.

This procurement is being conducted under FAR Part 13 – Simplified Acquisition Procedures.

This procurement is a SDVOSB set-aside with Tiered Evaluation procedures. All eligible Small Businesses are encouraged to submit quotes. To be eligible for award as an SDVOSB or VOSB quoter, the concern must be Verified in the Vendor Information Pages (VIP) (<https://www.vip.vetbiz.gov>) at the time of award. All concerns must be registered with the System for Award Management (SAM) (<https://www.sam.gov>) at the time of award.

1. Quote shall be valid for 60 days from the close of this RFQ.
2. Please see RFQ for detailed description of requirements.
3. All questions or comments must be provided to the Contract Specialist in writing via email by 12:00 p.m. Eastern Time before July 17, 2018. Answers will be posted no later than 4:30 p.m. Eastern Time on July 20, 2018. Telephone and other means of oral communication is not permitted.

Quotes are due on July 25, 2018 at 12:00 p.m. Eastern Time. Quotes will only be accepted by email to: Contract Specialists Earl Johnson III, EarlCi.Johnson@va.gov or Contracting Officer Pedro Catinchi at Pedro.CatinchiJaime@va.gov

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SECTION B CONTINUATION OF COMBINE SYNOPSIS

B.1 CONTRACT ADMINISTRATION DATA

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

- a. CONTRACTOR: TBD
- b. GOVERNMENT: Contracting Officer 36C248 (TBD)

Department of Veterans Affairs, Orlando VA Healthcare System

5201 Raymond Street, Orlando FL 32803

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 Upon delivery, inspection and acceptance by the Government.

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

Department of Veterans Affairs, Financial Services Center

P.O. 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 LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE

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

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	414.720 4.5MM TI CANNULATED SCREW FULLY THREADED/20MM (**ALL LINE ITEMS TO BE DELIVERED TOGETHER IN ONE SHIPMENT**), DEPUY SYNTHES OR EQUAL	2.00	EA	_____	_____
0002	414.730 4.5MM TI CANNULATED SCREW FULLY THREADED/30 MM, DEPUY SYNTHES OR EQUAL	2.00	EA	_____	_____
0003		2.00	EA	_____	_____

414.740 4.5MM TI CANNULATED SCREW FULLY
THREADED/40MM, **DEPUY SYNTHES OR EQUAL**

0004 2.00 EA _____

414.750 4.5MM TI CANNULATED SCREW FULLY
THREADED/50MM, **DEPUY SYNTHES OR EQUAL**

0005 2.00 EA _____

414.760 4.5MM TI CANNULATED SCREW FULLY
THREADED/60MM, **DEPUY SYNTHES OR EQUAL**

0006 2.00 EA _____

406.012 BONE SCREW 4.0MM TI CANCELLOUS FULLY THREADED
12MM, **DEPUY SYNTHES OR EQUAL**

0007 2.00 EA _____

406.016 BONE SCREW 4.0MM TI CANCELLOUS FULLY THREADED
16MM, **DEPUY SYNTHES OR EQUAL**

0008 1.00 EA _____

406.022 BONE SCREW 4.0MM TI CANCELLOUS FULLY THREADED
22MM, **DEPUY SYNTHES OR EQUAL**

0009 2.00 EA _____

406.024 BONE SCREW 4.0MM TI CANCELLOUS FULLY THREADED
24MM, **DEPUY SYNTHES OR EQUAL**

0010 2.00 EA _____

406.026 BONE SCREW 4.0MM TI CANCELLOUS FULLY THREADED
26MM, **DEPUY SYNTHES OR EQUAL**

0011 2.00 EA _____

406.030 BONE SCREW 4.0MM TI CANCELLOUS FULLY THREADED
30MM, **DEPUY SYNTHES OR EQUAL**

0012 2.00 EA _____

406.045 BONE SCREW 4.0MM TI CANCELLOUS FULLY THREADED
45MM, **DEPUY SYNTHES OR EQUAL**

0013 2.00 EA _____

406.050 BONE SCREW 4.0MM TI CANCELLOUS FULLY THREADED
50MM, **DEPUY SYNTHES OR EQUAL**

0014 2.00 EA _____

406.060 BONE SCREW 4.0MM TI CANCELLOUS FULLY THREADED
60MM, **DEPUY SYNTHES OR EQUAL**

0015 2.00 EA _____

407.012 BONE SCREW 4.0MM PART THREAD TI CANCELLOUS
12MM, **DEPUY SYNTHES OR EQUAL**

0016 2.00 EA _____

407.014 BONE SCREW 4.0MM PART THREAD TI CANCELLOUS
14MM, **DEPUY SYNTHES OR EQUAL**

0017 2.00 EA _____

407.024 BONE SCREW 4.0MM PART THREAD TI CANCELLOUS
24MM, **DEPUY SYNTHES OR EQUAL**

0018 2.00 EA _____

407.028 BONE SCREW 4.0MM PART THREAD TI CANCELLOUS
28MM, **DEPUY SYNTHES OR EQUAL**

0019 2.00 EA _____

407.035 BONE SCREW 4.0MM PART THREAD TI CANCELLOUS
35MM, **DEPUY SYNTHES OR EQUAL**

0020 2.00 EA _____

407.040 BONE SCREW 4.0MM PART THREAD TI CANCELLOUS
40MM, **DEPUY SYNTHES OR EQUAL**

0021 2.00 EA _____

407.045 BONE SCREW 4.0MM PART THREAD TI CANCELLOUS
45MM, **DEPUY SYNTHES OR EQUAL**

0022 2.00 EA _____

407.016 BONE SCREW 4.0MM TI CANCELLOUS PARTIALLY
THREADED 16MM, **DEPUY SYNTHES OR EQUAL**

0023 1.00 EA _____

442.41 L-PLATE 2.7MM TITANIUM 3 HOLES..., **DEPUY SYNTHES
OR EQUAL**

0024 2.00 EA _____

446.24 PLATE 1.5MM TITANIUM 4 HOLE HEAD / 9 HOLE 50MM,
DEPUY SYNTHES OR EQUAL

0025 1.00 EA _____

423.56 PLATE 3.5MM TI LC-DCP 6 HOLES 77MM, **DEPUY
SYNTHES OR EQUAL**

0026 1.00 EA _____

423.57 PLATE 3.5MM TI LC-DCP 7 HOLES 90MM, **DEPUY
SYNTHES OR EQUAL**

0027 1.00 EA _____

423.59 PLATE 3.5MM TI LC-DCP 9 HOLES 116MM, **DEPUY
SYNTHESES OR EQUAL**

0028 1.00 EA _____

423.60 PLATE 3.5MM TI LC-DCP 10 HOLES 129MM, **DEPUY
SYNTHESES OR EQUAL**

0029 1.00 EA _____

441.35 PLATE TI 1/3 TUBULAR WITH COLLAR 5 HOLES 61MM,
DEPUY SYNTHESES OR EQUAL

0030 1.00 EA _____

441.36 PLATE TI 1/3 TUBULAR WITH COLLAR 6 HOLE 73MM,
DEPUY SYNTHESES OR EQUAL

0031 1.00 EA _____

441.38 PLATE TI 1/3 TUBULAR WITH COLLAR 8 HOLE 97MM,
DEPUY SYNTHESES OR EQUAL

0032 1.00 EA _____

441.40 PLATE TI 1/3 TUBULAR WITH COLLAR 10 HOLE 121MM,
DEPUY SYNTHESES OR EQUAL

0033 1.00 EA _____

441.32 PLATE TI 1/3 TUBULAR WITH COLLAR 2 HOLES 25MM,
DEPUY SYNTHESES OR EQUAL

0034 1.00 EA _____

441.33 PLATE TI 1/3 TUBULAR WITH COLLAR 3 HOLES 37MM,
DEPUY SYNTHESES OR EQUAL

0035 1.00 EA _____

441.34 PLATE TI 1/3 TUBULAR WITH COLLAR 4 HOLES 49MM,
DEPUY SYNTHES OR EQUAL

0036 1.00 EA _____

441.83 PLATE TI CLOVERLEAF THIN BLADE 3 HOLE 88MM, **DEPUY SYNTHES OR EQUAL**

0037 1.00 EA _____

441.83 PLATE TI CLOVERLEAF THIN BLADE 4 HOLE 104MM,
DEPUY SYNTHES OR EQUAL

0038 2.00 EA _____

442.06 PLATE TI QUARTER TUBULAR W/COLLAR 6 HOLE 47MM,
DEPUY SYNTHES OR EQUAL

0039 1.00 EA _____

414.532 SCRE-PARTIALLY THREADED/32MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0040 2.00 EA _____

414.722 SCREW CANNULATED TI FULLY THREADED
4.5MM/22MM, **DEPUY SYNTHES OR EQUAL**

0041 2.00 EA _____

414.724 SCREW CANNULATED TI FULLY THREADED
4.5MM/24MM, **DEPUY SYNTHES OR EQUAL**

0042 2.00 EA _____

414.726 SCREW CANNULATED TI FULLY THREADED
4.5MM/26MM, **DEPUY SYNTHES OR EQUAL**

0043 2.00 EA _____

414.728 SCREW CANNULATED TI FULLY THREADED
4.5MM/28MM, **DEPUY SYNTHES OR EQUAL**

0044 2.00 EA _____

414.732 SCREW CANNULATED TI FULLY THREADED
4.5MM/32MM, **DEPUY SYNTHES OR EQUAL**

0045 2.00 EA _____

414.736 SCREW CANNULATED TI FULLY THREADED
4.5MM/36MM, **DEPUY SYNTHES OR EQUAL**

0046 2.00 EA _____

414.734 SCREW CANNULATED TI FULLY THREADED
4.5MM/34MM, **DEPUY SYNTHES OR EQUAL**

0047 2.00 EA _____

414.742 SCREW CANNULATED TI FULLY THREADED
4.5MM/42MM, **DEPUY SYNTHES OR EQUAL**

0048 2.00 EA _____

414.744 SCREW CANNULATED TI FULLY THREADED
4.5MM/44MM, **DEPUY SYNTHES OR EQUAL**

0049 2.00 EA _____

414.738 SCREW CANNULATED TI FULLY THREADED
4.5MM/38MM, **DEPUY SYNTHES OR EQUAL**

0050 2.00 EA _____

414.746 SCREW CANNULATED TI FULLY THREADED
4.5MM/46MM, **DEPUY SYNTHES OR EQUAL**

0051 2.00 EA _____

414.752 SCREW CANNULATED TI FULLY THREADED
4.5MM/52MM, **DEPUY SYNTHES OR EQUAL**

0052 2.00 EA _____

414.754 SCREW CANNULATED TI FULLY THREADED
4.5MM/54MM, **DEPUY SYNTHES OR EQUAL**

0053 2.00 EA _____

414.756 SCREW CANNULATED TI FULLY THREADED
4.5MM/56MM, **DEPUY SYNTHES OR EQUAL**

0054 2.00 EA _____

414.764 SCREW CANNULATED TI FULLY THREADED
4.5MM/64MM, **DEPUY SYNTHES OR EQUAL**

0055 2.00 EA _____

414.768 SCREW CANNULATED TI FULLY THREADED
4.5MM/68MM, **DEPUY SYNTHES OR EQUAL**

0056 2.00 EA _____

414.772 SCREW CANNULATED TI FULLY THREADED
4.5MM/72MM, **DEPUY SYNTHES OR EQUAL**

0057 4.00 EA _____

404.810 SCREW CORTEX 3.5MM SZ10MM SELF TAPPING
TITANIUM, **DEPUY SYNTHES OR EQUAL**

0058 4.00 EA _____

404.812 SCREW CORTEX 3.5MM SZ 12MM SELF TAPPING
TITANIUM, **DEPUY SYNTHES OR EQUAL**

0059 1.00 EA _____

404.814 SCREW CORTEX 3.5MM SZ 14MM SELF TAPPING
TITANIUM, **DEPUY SYNTHES OR EQUAL**

0060 4.00 EA _____

404.816 SCREW CORTEX 3.5MM SZ 16MM SELF TAPPING
TITANIUM, **DEPUY SYNTHES OR EQUAL**

0061 4.00 EA _____

404.828 SCREW CORTEX 3.5MM SZ 28MM SELF TAPPING
TITANIUM, **DEPUY SYNTHES OR EQUAL**

0062 4.00 EA _____

404.830 SCREW CORTEX 3.5MM SZ 30MM SELF TAPPING
TITANIUM, **DEPUY SYNTHES OR EQUAL**

0063 4.00 EA _____

404.832 SCREW CORTEX 3.5MM SZ 32MM SELF TAPPING
TITANIUM, **DEPUY SYNTHES OR EQUAL**

0064 3.00 EA _____

404.834 SCREW CORTEX 3.5MM SZ 34MM SELF TAPPING
TITANIUM, **DEPUY SYNTHES OR EQUAL**

0065 4.00 EA _____

404.836 SCREW CORTEX 3.5MM SZ 36MM SELF TAPPING
TITANIUM, **DEPUY SYNTHES OR EQUAL**

0066 4.00 EA _____

404.838 SCREW CORTEX 3.5MM SZ 38MM SELF TAPPING
TITANIUM, **DEPUY SYNTHES OR EQUAL**

0067 4.00 EA _____

404.840 SCREW CORTEX 3.5MM SZ 40MM SELF TAPPING
TITANIUM, **DEPUY SYNTHES OR EQUAL**

0068 4.00 EA _____

404.845 SCREW CORTEX 3.5MM SZ 45MM SELF TAPPING
TITANIUM, **DEPUY SYNTHES OR EQUAL**

0069 2.00 EA _____

407.610 SCREW-BONE-TITANIUM-CANNULATED-10MM
TOT.LENGTH-SHORT THREAD, **DEPUY SYNTHES OR EQUAL**

0070 2.00 EA _____

407.618 SCREW-BONE-TITANIUM-CANNULATED-18MM
TOT.LENGTH-SHORT THREAD, **DEPUY SYNTHES OR EQUAL**

0071 1.00 EA _____

407.716 SCREW-BONE-TITANIUM-CANNULATED-16MM
TOT.LENGTH-LONG THREAD, **DEPUY SYNTHES OR EQUAL**

0072 1.00 EA _____

407.718 SCREW-BONE-TITANIUM-CANNULATED-18MM
TOT.LENGTH-LONG THREAD, **DEPUY SYNTHES OR EQUAL**

0073 1.00 EA _____

407.720 SCREW-BONE-TITANIUM-CANNULATED-20MM
TOT.LENGTH-LONG THREAD, **DEPUY SYNTHES OR EQUAL**

0074 2.00 EA _____

407.722 SCREW-BONE-TITANIUM-CANNULATED-22MM
TOT.LENGTH-LONG THREAD, **DEPUY SYNTHES OR EQUAL**

0075 1.00 EA _____

407.724 SCREW-BONE-TITANIUM-CANNULATED-24MM
TOT.LENGTH-LONG THREAD, **DEPUY SYNTHES OR EQUAL**

0076 1.00 EA _____

407.726 SCREW-BONE-TITANIUM-CANNULATED-4.0MM-LONG
THREAD-26MM, **DEPUY SYNTHES OR EQUAL**

0077 1.00 EA _____

407.728 SCREW-BONE-TITANIUM-CANNULATED-4.0MM-LONG
THREAD-28MM, **DEPUY SYNTHES OR EQUAL**

0078 1.00 EA _____

407.730 SCREW-BONE-TITANIUM-CANNULATED-4.0MM-LONG
THREAD-30MM, **DEPUY SYNTHES OR EQUAL**

0079 1.00 EA _____

407.732 SCREW-BONE-TITANIUM-CANNULATED-4.0MM-LONG
THREAD-32MM, **DEPUY SYNTHES OR EQUAL**

0080 1.00 EA _____

407.734 SCREW-BONE-TITANIUM-CANNULATED-4.0MM-LONG
THREAD-34MM, **DEPUY SYNTHES OR EQUAL**

0081 1.00 EA _____

407.734 SCREW-BONE-TITANIUM-CANNULATED-4.0MM-LONG
THREAD-36MM, **DEPUY SYNTHES OR EQUAL**

0082 1.00 EA _____

407.738 SCREW-BONE-TITANIUM-CANNULATED-4.0MM-LONG
THREAD-38MM, **DEPUY SYNTHES OR EQUAL**

0083 1.00 EA _____

407.740 SCREW-BONE-TITANIUM-CANNULATED-4.0MM-LONG
THREAD-40MM, **DEPUY SYNTHES OR EQUAL**

0084 1.00 EA _____

407.742 SCREW-BONE-TITANIUM-CANNULATED-4.0MM-LONG
THREAD-42MM, **DEPUY SYNTHES OR EQUAL**

0085 1.00 EA _____

407.746 SCREW-BONE-TITANIUM-CANNULATED-4.0MM-LONG
THREAD-46MM, **DEPUY SYNTHES OR EQUAL**

0086 1.00 EA _____

407.750 SCREW-BONE-TITANIUM-CANNULATED-4.0MM-LONG
THREAD-50MM, **DEPUY SYNTHES OR EQUAL**

0087 2.00 EA _____

414.520 SCREW-PARTIALLY THREADED/20MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0088 1.00 EA _____

414.522 SCREW-PARTIALLY THREADED/22MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0089 1.00 EA _____

414.524 SCREW-PARTIALLY THREADED/24MM-CANNULATED
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0090 1.00 EA _____

414.526 SCREW-PARTIALLY THREADED/26MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0091 1.00 EA _____

414.528 SCREW-PARTIALLY THREADED/28MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0092 1.00 EA _____

414.530 SCREW-PARTIALLY THREADED/30MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0093 1.00 EA _____

414.534 SCREW-PARTIALLY THREADED/34MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0094 1.00 EA _____

414.536 SCREW-PARTIALLY THREADED/36MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0095 1.00 EA _____

414.538 SCREW-PARTIALLY THREADED/38MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0096 1.00 EA _____

414.540 SCREW-PARTIALLY THREADED/40MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0097 1.00 EA _____

414.542 SCREW-PARTIALLY THREADED/42MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0098 1.00 EA _____

414.544 SCREW-PARTIALLY THREADED/44MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0099 1.00 EA _____

414.546 SCREW-PARTIALLY THREADED/46MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0100 1.00 EA _____

414.548 SCREW-PARTIALLY THREADED/48MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0101 2.00 EA _____

414.550 SCREW-PARTIALLY THREADED/50MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0102 2.00 EA _____

414.552 SCREW-PARTIALLY THREADED/52MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0103 2.00 EA _____

414.554 SCREW-PARTIALLY THREADED/54MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0104 1.00 EA _____

414.556 SCREW-PARTIALLY THREADED/56MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0105 1.00 EA _____

414.560 SCREW-PARTIALLY THREADED/60MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0106 2.00 EA _____

414.564 SCREW-PARTIALLY THREADED/64MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0107 1.00 EA _____

414.568 SCREW-PARTIALLY THREADED/68MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0108 1.00 EA _____

414.572 SCREW-PARTIALLY THREADED/72MM-CANNULATED-
4.5MM TI, **DEPUY SYNTHES OR EQUAL**

0109 1.00 EA _____

441.15 T-PLATE 3.5MM TI 3 HOLE HEAD / 5 HOLE SHAFT RIGHT
ANGLE, **DEPUY SYNTHES OR EQUAL**

0110 1.00 EA _____

441.23 T-PLATE 3.5MM TI 3 HOLE HEAD / 3 HOLE SHAFT
OBLIQUE ANGLE, **DEPUY SYNTHES OR EQUAL**

0111 1.00 EA _____

441.24 T-PLATE 3.5MM TI 3 HOLE HEAD / 4 HOLE SHAFT
OBLIQUE ANGLE, **DEPUY SYNTHES OR EQUAL**

0112 1.00 EA _____

441.25 T-PLATE 3.5MM TI 3 HOLE HEAD / 5 HOLE SHAFT
OBLIQUE ANGLE, **DEPUY SYNTHES OR EQUAL**

0113 2.00 EA _____

402.614 TI CANNULATED SCREW 3.0MM SHORT THREAD 14MM,
DEPUY SYNTHES OR EQUAL

0114 2.00 EA _____

402.615 TI CANNULATED SCREW 3.0MM SHORT THREAD 15MM,
DEPUY SYNTHES OR EQUAL

0115 4.00 EA _____

402.616 TI CANNULATED SCREW 3.0MM SHORT THREAD 16MM,
DEPUY SYNTHES OR EQUAL

0116 2.00 EA _____

402.617 TI CANNULATED SCREW 3.0MM SHORT THREAD 17MM,
DEPUY SYNTHES OR EQUAL

0117 1.00 EA _____

402.618 TI CANNULATED SCREW 3.0MM SHORT THREAD 18MM,
DEPUY SYNTHES OR EQUAL

0118 2.00 EA _____

402.618 TI CANNULATED SCREW 3.0MM SHORT THREAD 19MM,
DEPUY SYNTHES OR EQUAL

0119 2.00 EA _____

402.620 TI CANNULATED SCREW 3.0MM SHORT THREAD 20MM,
DEPUY SYNTHES OR EQUAL

0120 2.00 EA _____

402.621 TI CANNULATED SCREW 3.0MM SHORT THREAD 21MM,
DEPUY SYNTHES OR EQUAL

0121 2.00 EA _____

402.622 TI CANNULATED SCREW 3.0MM SHORT THREAD 22MM,
DEPUY SYNTHES OR EQUAL

0122 2.00 EA _____

402.623 TI CANNULATED SCREW 3.0MM SHORT THREAD 23MM,
DEPUY SYNTHES OR EQUAL

0123 2.00 EA _____

402.626 TI CANNULATED SCREW 3.0MM SHORT THREAD 26MM,
DEPUY SYNTHES OR EQUAL

0124 2.00 EA _____

402.627 TI CANNULATED SCREW 3.0MM SHORT THREAD 27MM,
DEPUY SYNTHES OR EQUAL

0125 2.00 EA _____

402.628 TI CANNULATED SCREW 3.0MM SHORT THREAD 28MM,
DEPUY SYNTHES OR EQUAL

0126 2.00 EA _____

402.629 TI CANNULATED SCREW 3.0MM SHORT THREAD 29MM,
DEPUY SYNTHES OR EQUAL

0127 2.00 EA _____

402.630 TI CANNULATED SCREW 3.0MM SHORT THREAD 30MM,
DEPUY SYNTHES OR EQUAL

0128 2.00 EA _____

402.632 TI CANNULATED SCREW 3.0MM SHORT THREAD 32MM,
DEPUY SYNTHES OR EQUAL

0129 2.00 EA _____

402.634 TI CANNULATED SCREW 3.0MM SHORT THREAD 34MM,
DEPUY SYNTHES OR EQUAL

0130 2.00 EA _____

402.636 TI CANNULATED SCREW 3.0MM SHORT THREAD 36MM,
DEPUY SYNTHES OR EQUAL

0131 2.00 EA _____

402.638 TI CANNULATED SCREW 3.0MM SHORT THREAD 38MM,
DEPUY SYNTHES OR EQUAL

0132 2.00 EA _____

402.640 TI CANNULATED SCREW 3.0MM SHORT THREAD 40MM,
DEPUY SYNTHES OR EQUAL

0133 2.00 EA _____

402.714 TI CANNULATED SCREW 3.0MM LONG THREAD 14MM,
DEPUY SYNTHES OR EQUAL

0134 1.00 EA _____

402.715 TI CANNULATED SCREW 3.0MM LONG THREAD 15MM,
DEPUY SYNTHES OR EQUAL

0135 2.00 EA _____

402.716 TI CANNULATED SCREW 3.0MM LONG THREAD 16MM,
DEPUY SYNTHES OR EQUAL

0136 1.00 EA _____

402.717 TI CANNULATED SCREW 3.0MM LONG THREAD 17MM,
DEPUY SYNTHES OR EQUAL

0137 1.00 EA _____

402.718 TI CANNULATED SCREW 3.0MM LONG THREAD 18MM,
DEPUY SYNTHES OR EQUAL

0138 1.00 EA _____

402.719 TI CANNULATED SCREW 3.0MM LONG THREAD 19MM,
DEPUY SYNTHES OR EQUAL

0139 1.00 EA _____

402.720 TI CANNULATED SCREW 3.0MM LONG THREAD 20MM,
DEPUY SYNTHES OR EQUAL

0140 1.00 EA _____

402.721 TI CANNULATED SCREW 3.0MM LONG THREAD 21MM,
DEPUY SYNTHES OR EQUAL

0141 2.00 EA _____

402.722 TI CANNULATED SCREW 3.0MM LONG THREAD 22MM,
DEPUY SYNTHES OR EQUAL

0142 1.00 EA _____

402.723 TI CANNULATED SCREW 3.0MM LONG THREAD 23MM,
DEPUY SYNTHES OR EQUAL

0143 1.00 EA _____

402.724 TI CANNULATED SCREW 3.0MM LONG THREAD 24MM,
DEPUY SYNTHES OR EQUAL

0144 1.00 EA _____

402.725 TI CANNULATED SCREW 3.0MM LONG THREAD 25MM,
DEPUY SYNTHES OR EQUAL

0145 1.00 EA _____

402.726 TI CANNULATED SCREW 3.0MM LONG THREAD 26MM,
DEPUY SYNTHES OR EQUAL

0146 1.00 EA _____

402.727 TI CANNULATED SCREW 3.0MM LONG THREAD 27MM,
DEPUY SYNTHES OR EQUAL

0147 1.00 EA _____

402.729 TI CANNULATED SCREW 3.0MM LONG THREAD 29MM,
DEPUY SYNTHES OR EQUAL

0148 1.00 EA _____

402.732 TI CANNULATED SCREW 3.0MM LONG THREAD 32MM,
DEPUY SYNTHES OR EQUAL

0149 1.00 EA _____

402.734 TI CANNULATED SCREW 3.0MM LONG THREAD 34MM,
DEPUY SYNTHES OR EQUAL

0150 1.00 EA _____

402.736 TI CANNULATED SCREW 3.0MM LONG THREAD 36MM,
DEPUY SYNTHES OR EQUAL

0151 2.00 EA _____

402.738 TI CANNULATED SCREW 3.0MM LONG THREAD 38MM,
DEPUY SYNTHES OR EQUAL

0152 2.00 EA _____

419.89 TI THREADED WASHER, **DEPUY SYNTHES OR EQUAL**

0153 2.00 EA _____

419.972 TI WASHER 6.5MM, **DEPUY SYNTHES OR EQUAL**

0154 6.00 EA _____

419.98 WASHER 7.0MM, **DEPUY SYNTHES OR EQUAL**

GRAND TOTAL _____

DELIVERY SCHEDULE

ITEM NUMBER		QUANTITY	DELIVERY
1 - 154	SHIP TO: Lake Nona Veteran Affairs Medical Center Warehouse Building #5 13800 Veterans Way Orlando, FL 32827 USA	ALL	30 Days ARO
	MARK FOR: Earl Johnson III 407-646-4012 EarlCi.Johnson@va.gov		

SECTION C CONTRACT CLAUSES

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The following clauses are incorporated into 52.212-4 as an addendum to this contract:

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

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

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

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

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITTY CODE MAINTENANCE	JUL 2016
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	JAN 2017
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
852.203-70	COMMERICAL ADVERTISING	JAN 2008

C.3 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.

The clause entitled "Brand name or equal" applies only to the following line items:

See line items listed in B.3 Cost/Price Schedule

(End of Clause)

C.4 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.

C.14 TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE CLAUSE

In accordance with the Tiered Evaluation Procedures, after evaluating all Service Disabled Veteran-Owned Small Business (SDVOSB) quotes, a determination is made that no SDVOSB meets the evaluation criteria, then this solicitation will be a Veteran Owned Small Business (VOSB) Set-Aside and the following clause applies.

VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016) (DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, "Veteran-owned small business or VOSB." —

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more 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 veterans;

(ii) The management and daily business operations of which are controlled by one or more veterans;

(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) "Veteran" is defined in 38 U.S.C. 101(2).

(b) *General.*

(1) Offers are solicited only from verified veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

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

(c) *Agreement.* A 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 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 and/or VOSB as appropriate.

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

(End of Clause)

C.15 TOTAL SMALL BUSINESS SET-ASIDE CLAUSES

In accordance with the Tiered Evaluation Procedures, after evaluating all SDVOSB and VOSB quotes, a determination is made that neither SDVOSB or VOSB meet the evaluation criteria, then this solicitation will be a Total Small Business Set-Aside and the following clauses applies.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of Clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data

in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 334516 assigned to contract number.

[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

C.6 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.7 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.246-70	GUARANTEE	JAN 2008
852.246-71	INSPECTION	JAN 2008

(End of Addendum to 52.212-4)

C.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUS OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JAN 2018)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(4) 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 2016) (Pub. L. 109–282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (NOV 2016) of 52.219-9.
- (v) Alternate IV (NOV 2016) 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 (JAN 2017) (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 Representation (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 (JAN 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (28) 52.222–26, Equal Opportunity (SEP 2016) (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.)
- (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.)
- (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).
- (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) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (46) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (47)(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.
- (48) 52.225–5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (49) 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).
- (50) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(60)(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) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (11) 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 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.

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
 - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
 - (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
 - (x) 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.
 - (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
 - (xii)(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).
 - (xiii) 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).
 - (xiv) 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).
 - (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
 - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
 - (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
 - (xix) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xx) 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.
 - (xxi) 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)

SECTION D CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

NO INFORMATION INCLUDED IN THIS SECTION

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Price
- Technical Acceptability
- Delivery

Technical and past performance, when combined, are equal to price, technical acceptability, and delivery.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

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

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

Submit your company's quote in writing via email utilizing either PDF or Word format. You may not submit more than one quote. If a concern submits more than one quote all quotes will be rejected and the company will be considered nonresponsive. Quotes received that do not include all information in accordance with this RFQ will be considered unacceptable

and the company will be deemed nonresponsive.

Information to be submitted:

Provide the following information on the first page of your quote:

Contractor’s Cover Page

- 1. Contractor: _____
- 2. Address: _____ (address line 1)
 _____ (address line 2)
 _____ (City – State - Zip)
- 3. Point of Contact: _____
- 4. Phone Number: _____
- 5. Email Address: _____
- 6. DUNS: _____

Second page, provide the following information:

- 1. All quotes shall include a statement regarding the terms and conditions herein as follows:
 - a. “The terms and conditions contained in the RFQ are acceptable to be included in the award document without modification, deletion or addition.”
 - Or
 - b. “The terms and conditions in the RFQ are acceptable to be included in the award document with the exception, deletion, or addition of the following:”
- 2. ACKNOWLEDGMENT OF AMENDMENTS: The quoter acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO.	DATE

The above amendment section must be filled out if an Amendment(s) is sent to the quoter or posted on www.FBO.gov and must be returned with the RFQ package. Failure to acknowledge amendment(s) may constitute rejection of the offer.

The Government intends to award a contract as a result of this RFQ to the responsible quoter whose quote conforms to the RFQ requirements and is the lowest price. Quotes will be evaluated for acceptability only and shall not be rated. Quoters must be determined

responsible per the standards of FAR Part 9 to be eligible for award.

- Quoter shall complete Section B.3 – Price/ Cost Schedule.
- Quoter shall submit evidence as the Prime Vendor, they are an authorized distributor of the manufacture.

(End of Addendum to 52.212-1)

