AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.	1. CONTRACT ID CODE	PAGE	OF	PAGES
	N/A	01		09

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NUMBER	5. PROJECT NUMBER (if applicable)
0001	08-09-2026	656-26-4-1003-0446	N/A

6. ISSUED BY CODE 36C263

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23

1303 5TH STREET, SUITE 300
CORALVILLE IA 52241

7. ADMINISTERED BY (If other than Item 6) CODE 36C263

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23

1303 5TH STREET, SUITE 300
CORALVILLE IA 52241

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)

To all Offerors/Bidders

CODE FACILITY CODE

(X)	
	9A. AMENDMENT OF SOLICITATION NUMBER: 36C26326Q0965
X	9B. DATED (SEE ITEM 11)
☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) 656-3660160-1003-824800-3131-010034175

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 01 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this RFQ Amendment 0001 is to answer questions submitted by industry and to provide pictures requested by industry.

No other changes are made.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Joseph Bennett Contract Officer	VA-VHA-RPOC-2024-0088
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

RFQ 36C26326Q0965 Amendment 0001 Questions and Answers.

The purpose of this RFQ Amendment 0001 is to answer questions submitted by industry and to add pictures.
Pictures are attached below.

Below are the Questions and the Answers. The answer are in RED font.

1. a. Will the Government allow a site visit prior to the RFQ closing date? If so, could you please provide the process for scheduling one?

   Answer: The VA does not intend to have a site visit at this time. Are there some pictures or measurements that we can provide that would help?

   b. Can you take a photo of your existing track mounted lights?

   Answer: Yes. (We are posting the photos with this Amendment so that they are released to the public at the same time)

2. Regarding the following item:
   -Component-ETO-Core
   -Item Number: Component-ETO-Core
   -Quantity: 18 Each
   -Description: Tailored Solutions LED Retrofit Head with IR feature removed, to include push-button power only.
   Is this retrofit head intended for track-mounted light?

   Answer: Yes

3. If so, will the Government consider a track-mounted LED light as an acceptable solution if it meets the required performance and functional characteristics?

   Answer: Yes

4. SCOPE OF THE AUTHORIZED DISTRIBUTOR LETTER

   The Instructions to Offerors require "a letter from the manufacturer stating that your firm is an authorized distributor of theirs," and VAAR 852.212-71(c) refers to authorization "for the proposed equipment/system." Both read as singular.

   The Technical Specifications name several brands: A-Dec for the chairs, delivery systems, assistant units and stools; Cavitron Steri-Mate 360 at Position 2; KaVo electric motors at Positions 4 and 5; and Tailored Solutions LED retrofit heads. I note that the KaVo motor is listed under A-Dec item number 54.0838.00 and that the Cavitron and Tailored Solutions items appear as configuration options within the A-Dec delivery and assistant units — which suggests they are ordered through the system manufacturer rather than separately.

   Is a single authorized-distributor letter from the system manufacturer sufficient, or does the Government require a separate letter from each brand named in the specification? This determines what an offeror must assemble before the 19th, so an early answer would help.

   Answer: A single authorized distributor letter is sufficient if you are distributing a whole system assembled/combined by the manufacturer you are distributing for. If you yourself are pulling parts together from different manufacturers to make a system, then we would need authorized distributor letters from each different manufacturer.

   One of the purposes for requiring the authorized distributor letter is to make sure the equipment being procured is high quality and medical grade; not equipment that has fallen off

the back of truck somewhere, is outdated, is unsupported, is damaged, is part of a Lot that has been recalled or has defects.

Another purpose for the authorized distributor letter is the VA must make sure that any alerts and communications about recalls, or adverse events flow through to the end user (which is the VA) seamlessly and promptly as if the equipment was procured from the manufacturer itself. The same goes for warranties and support, they need to flow through as if the equipment was procured from the manufacturer itself.

5. OR-EQUAL AND THE NAMED SUB-COMPONENTS

The solicitation is Brand Name or Equal to A-Dec. Within the delivery system, however, three sub-components are named by brand — the Cavitron Steri-Mate 360 ultrasonic, the KaVo electric motors, and the Electric Motor Control Module EMC-703 — without salient characteristics stated for them.

If an offeror proposes an equal chair and delivery system rather than A-Dec, must that system carry those specific sub-components, or are functional equivalents acceptable within an equal system? I ask because the answer determines whether the "or equal" applies at the system level or extends to the bill of materials.

Answer: We expect the offeror to propose their version of an equal chair and delivery system. The “or equal” generally applies at the system level. However, during evaluations, the systems of different offerors are compared to each other, and the components of the systems are often compared to each other. So, for example, if one system included a chair covering material that withstands medical grade cleaners and disinfectants and another system doesn’t, the difference may be noted when evaluating one system against the other.

6. WORDING OF THE 852.219-76 CERTIFICATE

The tailored VAAR 852.219-76 certificate at paragraph (a)(1)(ii) reads: "it will supply it is not required to supply the product of a domestic small business manufacturer or processor."

That appears to be two clauses spliced together, and I read it as intending the second — consistent with the Instructions to Offerors stating that the Nonmanufacturer Rule does not apply. Since this is a certification I sign personally, could you confirm the intended wording, or provide a corrected copy?

Answer: The clause is tailored because there is a Nonmanufacturing Rule Class Waiver which removes the requirement for socioeconomic small businesses, in this case SDVOSBs, to offer products of domestic small business manufacturers. There are ‘strike-outs’ that are intentional. This snip is from the posting in SAM.gov:

(ii) **[X]** ***TAILORED:*** In the case of a contract for supplies from a nonmanufacturer~~, it will supply~~ ***it is not required*** to supply the product of a domestic small business manufacturer or processor~~, unless~~ ***because a waiver as described in 13 CFR 121.406(b)(5) is granted. The waiver is for NAICS 339114, Dental Equipment and Supplies, 5/23/2022, 87 Fed. Reg. 31292.*** The offeror understands that, as provided in 13 CFR 121.406(b)(7), such a waiver has no effect on requirements external to the Small Business Act, such as the Buy American Act or the Trade Agreements Act.

So, what you have shouldn’t say *“it will supply it is not required…”* It should say *“~~it will supply~~ it is not required…”*

To confirm, this is what it we are saying:

“TAILORED: In the case of a contract for supplies from a nonmanufacturer~~,~~ [redacted] ***it is not required*** to supply the product of a domestic small business manufacturer or processor [redacted] ***because a waiver as described in 13 CFR 121.406(b)(5) is granted. The waiver is for NAICS 339114, Dental Equipment and Supplies, 5/23/2022, 87 Fed. Reg. 31292.*** The offeror understands that, as

provided in 13 CFR 121.406(b)(7), such a waiver has no effect on requirements external to the Small Business Act, such as the Buy American Act or the Trade Agreements Act."

7. TURN-IN CREDIT AND THE PRICING SHEET

The Statement of Work includes a Turn-In line item and states that the exchange is one for one "to include a credit if applicable." The Instructions to Offerors require a pricing sheet with line items, descriptions, model numbers, pricing and a grand total.

How would the Government prefer a turn-in credit to be presented — as a separate negative line item, as a deduction reflected in the grand total, or described separately outside the priced schedule? I want the pricing sheet to be as clear as the instructions ask for.

If any of these is addressed somewhere in the package I have overlooked, please just point me to it.

Answer: Thank you for asking this question. NOTE, it is NOT a requirement to offer trade-in or turn-in credit; we simply wanted to know if your firm does this. If your firm does, we initially just wanted a description of how your firm typically does it – what is the offeror's trade-in program?

Offerors, please do this:
Separate from pricing, and in its own section, please describe if your firm takes Trade-Ins / Turn-Ins, and if so, provide a description of how much trade-in credit would be received per chair, or per system, or per piece, that is traded in. Is there anything required of the government, or does your firm pack up the de-installed equipment and take it? \

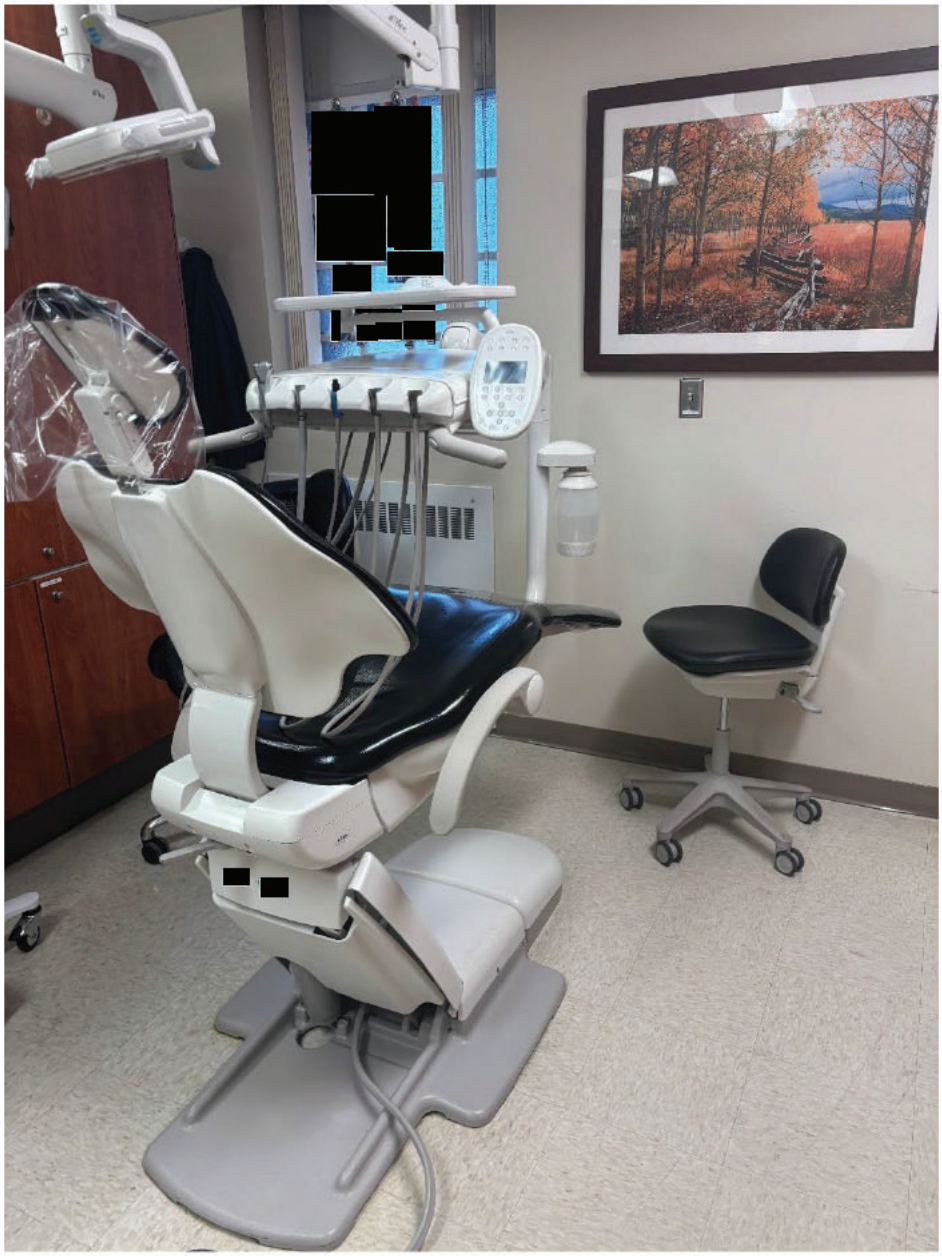
THANK YOU ALL FOR THE QUESTIONS.

SEE THE 5(FIVE) PICTURES ATTACHED TO THIS AMENDMENT.

RFQ 36C26326Q0965 Amendment 0001 Pictures.

Picture 1.

Picture 2.



Picture 3.

Picture 4.

Picture 5.