

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NUMBER

P00005

3. EFFECTIVE DATE

02-15-2024

4. REQUISITION/PURCHASE REQ. NUMBER

5. PROJECT NUMBER (if applicable)

24-1450

6. ISSUED BY

CODE

003B6B

7. ADMINISTERED BY (If other than Item 6)

CODE

003B6B

Department of Veterans Affairs
OPAL / National Acquisition Center
Building 37
1st Avenue, One Block North of Cermak
Hines IL 60141

Department of Veterans Affairs
OPAL / National Acquisition Center
Building 37
1st Avenue, One Block North of Cermak
Hines IL 60141

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

POLYNOVO NORTH AMERICA LLC

2121 PALOMAR AIRPORT RD
STE 350
CARLSBAD CA 92011

(X)

9A. AMENDMENT OF SOLICITATION NUMBER

RFP-797-FSS-99-0025-R10

☐

9B. DATED (SEE ITEM 11)

(X)

10A. MODIFICATION OF CONTRACT/ORDER NUMBER
36F79719D0149

10B. DATED (SEE ITEM 13)

05-01-2019

CODE 83F83

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ 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)

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: 52.212-4(c) Contract Terms and Conditions-Commercial Items - Changes☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ¹_____ copies to the issuing office.

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

65IIA

PRICE INCREASES

This bilateral modification is issued to incorporate three (3) price increases into the FSS contract.
See Page 2 for specific line item and pricing details.

The Contractor is required to update GSA Advantage SIP files and pricelist/pricing details that are reflected in the VA's Contract Catalog Search Tool (CCST) within 30 days of the effective date in Block 3.

All other terms and conditions remain unchanged.

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)

EDWARD G. GAUBANT

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

2/8/24

(Signature of Contracting Officer)

PREVIOUS EDITION NOT USABLE

INCORPORATE PRICE INCREASES:

SIN	Catalog / Item #	Description	New FSS Price without IFF	New FSS Price with IFF	Red "A" = Awarded
A-20c	BTM1010	NovoSorb® BTM, 10 x 10 cm	\$897.00	\$901.51	A
A-20c	BTM1020	NovoSorb® BTM, 10 x 20 cm	\$1,794.00	\$1,803.02	A
A-20c	BTM2040	NovoSorb® BTM, 20 x 40 cm	\$7,000.00	\$7,035.18	A

The 0.97 ratio, established at time of award, is undisturbed in accordance with clause 552.238-81 Price Reductions Clause (MAY 2019). The FSS prices are within tolerance of the calculated maximum FSS prices (Tracking Customer price times the established ratio).

In the event that the identified tracking customer's contract/agreement has been cancelled, terminated, has expired, or the tracking customer has merged with another group, the contracting officer shall be notified within 10 calendar days after the event occurs, and if possible, before the event occurs.

This modification action is effective February 15, 2024.

Additionally, the contractor is reminded of the following requirements:

1. Publish and distribute an approved pricelist supplement.
2. Update GSA Advantage.

The contractor is required to amend the current published Federal Supply Schedule (FSS) price list to reflect the changes to the contract per this modification by means of a Supplemental FSS Price List. The supplemental price list shall contain the effective date and the same information as the initial FSS price list cover sheet. Provide this office with one (1) copy no later than 30 days after receipt of this fully executed modification.

Contract number or other authorization for supplies delivered or services performed (including order number and contract line number) must be shown on the invoice. In addition, all correspondence and documents pertaining to the contract shall be noted with the contract number.

All other contract terms and conditions remain the same as previously awarded.



DEPARTMENT OF VETERANS AFFAIRS
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is GSAAvantage.gov

Medical Equipment and Supplies
FSC Group 65, Part II, Section A
FSC Classes: **6515**

Contract Number: **36F79719D0149**
Contract Period: **May 1, 2019 through April 30, 2024**

*(For more information on ordering from Federal Supply Schedules, enter the following address into your web browser:
<http://gsa.gov/portal/category/100623>)*

PolyNovo North America, LLC
2121 Palomar Airport Road, Suite 350
Carlsbad, CA 92011
Phone #: 302.268.6163
Fax: 844.774.0503
www.PolyNovo.com

Business Size: **Small Business**

Revised September 2012

“Prices Shown Herein are Net (discount deducted)”

Customer Information:

1a. List of awarded special item number(s):

SIN: A-20c Page 5

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply: See Below.

SIN	Product Number	Product Description	FSS Price with IFF
A-20c	BTM-1010	NovoSorb® BTM, 10 x 10 cm Fenestrated	\$829.15

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item:
Not Applicable

2. Maximum order: \$100,000

3. Minimum order: None

4. Geographic coverage (delivery area): All 50 states and District of Columbia

5. Point(s) of production (city, county, and State or foreign country):
Melbourne, Australia

6. Prices shown herein are Net (discount deducted)

7. Quantity Discounts: None

8. Prompt Payment Terms: None, Net 30 days

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold:
Accepted - at, above, and below the micro-purchase threshold without limitation

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: Accepted - at, above, and below the micro-purchase threshold without limitation

10. Foreign items (list items by country of origin): All items manufactured in Melbourne, Australia

11a. Time of delivery: 7 days after receipt of order (ARO)

PolyNovo, 302.268.6163, www.PolyNovo.com

11b. Expedited delivery: 48 hours ARO – Government is responsible for the difference between normal and expedited delivery charges.

11c. Overnight and 2-day delivery: 48 hours ARO – Government is responsible for the difference between normal and expedited delivery charges.

11d. Urgent requirements: 48 hours ARO – Government is responsible for the difference between normal and expedited delivery charges.

12. FOB Point(s): Destination to all 48 states and the District of Columbia; Point of Exportation to AK, HI, & PR

13a. Ordering address(es): See below 14

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

14. Payment address(es):

**PolyNovo North America LLC
2121 Palomar Airport Road, Suite 350
Carlsbad, CA 92011**

15. Warranty provision:

FAR 52.212-4 (o) (TAILORED)

Warranty: The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. In the event that the terms of the contractor's standard commercial warranty conflict with the warranty terms contained in this clause, the terms of this clause will govern this contract, unless some other resolution is specified in the award document.

FAR 52.212-4 (p) (TAILORED)

Limitation of liability: Except as otherwise provided by an express warranty, the contractor will not be liable to the Government in a breach of warranty action for consequential damages resulting from any defect or deficiencies in accepted items. In the event that the terms of the contractor's standard commercial warranty/limitation of liability clause(s) place greater limits on the contractor's liability than do the terms contained in this clause, the terms of this clause will govern the contract.

Returned Goods Policy:

Deliveries and Returns

- **Damaged goods or shortages must be reported within 5 business days of receipt by calling Customer Service at 800-401-8555 or by faxing a copy of the Bill of Lading with explanation to 800-517-1975.**
- **Accepted shortages and damages need to be noted on the Bill of Lading. All other claims must be documented and received within 30 days of shipment. All requests for proof of deliver must be received within 30 days.**
- **In no event shall customers directly or indirectly export, ship or sell any of the products outside the U.S. without the prior written consent of PolyNovo, with may be withheld in its sole discretion**

Returned Good Policy

- **PolyNovo takes every precaution to ensure the integrity of its products and guarantees that all products meet its high quality specifications, therefore any product that has been out of PolyNovo possession for a period of 1 month or longer will not be returnable.**
- **Customer must obtain a Returned Goods Authorization (RGA) prior to returning any product, by calling PolyNovo customer service at 800-401-8555. The RGA must clearly be marked on returning package.**
- **All goods returned due to overstocking or customer's ordering error are subjected to a restocking fee of 15% of the product list price. The customer is responsible for paying shipping charges to return overstocked product.**
- **Discontinued items or expired products are not returnable.**

16. Export packing charges, if applicable: Not Applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): Accepted - at, above, and below the micro-purchase threshold without limitation

18. Terms and conditions of rental, maintenance, and repair (if applicable): Not Applicable

19. Terms and conditions of installation (if applicable): Not Applicable

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): Not Applicable

20a. Terms and conditions for any other services (if applicable): Not Applicable

21. List of service and distribution points (if applicable): Not Applicable

22. List of participating dealers (if applicable): Not Applicable

23. Preventive Maintenance (if applicable): Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g., contractor's website or other location). The EIT standards can be found at www.Section508.gov/ : Not Applicable

25. Data Universal Number System (DUNS) number: 080969320

26. Notification regarding registration in System for Award Management (SAM) database: Yes, registered

FSS Contract Products and Pricing

SIN	Product Number	Product Description	FSS Price with IFF
A-20c	BTM-1010	NovoSorb® BTM, 10 x 10 cm Fenestrated	\$829.15
A-20c	BTM-1020	NovoSorb® BTM, 10 x 20 cm Fenestrated	\$1,658.29
A-20c	BTM-2040	NovoSorb® BTM, 20 x 40 cm Fenestrated	\$6,633.17