

This is a combined synopsis/solicitation for commercial items, prepared in accordance with the format in Federal Acquisition Regulation (FAR 12.6) as supplemented with additional information included in this notice. **This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.**

Solicitation number VA256-16-Q-0185 is issued as a Request for Quote (RFQ). This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-82. **Proposals are due on March 3, 2016 12:00 p.m., Central local time.**

This solicitation is unrestricted and is open to all business concerns.

NOTE: All documentation submittal due times are Central local time (New Orleans, Louisiana).

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A.1 SUPPLEMENTAL INFORMATION

1. This procurement is to procure Dental Lab Equipment for the new Southeast Louisiana Veterans Health Care System (SLVHCS) medical center located at 2400 Canal St, New Orleans, LA 70119. The Contractor shall provide all necessary tools, supplies, material, delivery, and warranty/maintenance.
2. All work shall be completed in accordance the Statement of Work (SOW), titled "Dental Laboratory Equipment", dated October 21, 2015.
3. NAICS code is 339114. Size Standard is 500 Employees.
4. Composite List of Abbreviations Used:
 - CLIN = Contract Line Item Number
 - COR = Contracting Officer's Representative
 - JB = Job (i.e. on payment after completion of entire CLIN requirements)
 - MTH = Months
 - EA = Each
 - IAW = in accordance with
 - POC = Point of Contact
 - SOW = Statement of Works
5. Contract Type and Period of Performance:
 - 5.1 Upon award, contract will be a FFP contract. The contract will consist of CLIN 001- 0048 for equipment.
 - 5.2 The anticipated for delivery is on June 10, 2016. See SOW paragraph 3.1 for estimated phasing.
6. Compensation for Services Rendered:
 - 6.1 Proposals shall include a total Firm Fixed Price for CLIN 0001-0048 for equipment per Schedule B below.
7. Place of Performance:
 - 7.1 N/A
8. Acceptance:
 - 8.1 Final acceptance will be performed by the COR by verification of the supplies delivered contractor's invoices.
9. Invoicing Procedures:
 - 9.1 Offeror may submit monthly invoices for any completed and government accepted items on the Price Schedule. See VAAR Clause 852.232-72, Electronic Submission of Payment Requests for invoicing procedures.
10. System for Award Management (Sam) Registration/Contractor Responsibility
 - 10.1 All Contractors are required to be registered in SAM Website: www.sam.gov. Copy of SAM Registration must be provided with the proposal and maintained current throughout the performance of the contract.

11 Modifications:

- 11.1 Contracting Officers within the networking contracting office issuing the contract, only, may issue Modifications to the contract.
- 11.2 Distribution will be made via email. No hard copies will be distributed.

12. Contractor Performance Assessment Reporting System (CPARS):

- 12.1 Upon completion of contract performance and annually if performance is longer than 365 days, the Contracting officer will evaluate contractor performance for use in future contract award decisions. The Contractor shall be provided an opportunity to comment on the contracting officer's evaluation. If you wish to familiarize yourself with this system, you can find it at www.cpars.gov.
- 12.2 The government retains the evaluations, contractor responses, and review comments, if any, as part of the contract file. The evaluations are available for Federal Agencies for support of future award decisions through the Past Performance Information Retrieval System (PPIRS).
- 12.3 The contractor must provide the contracting officer with the name and email address of the contractor CPARS POC. This is the person responsible for responding to these evaluations. This person will be granted access to CPARS during the award and assigned the system role of contractor representative (CR).

13. Online Representations and Certifications (ORCA):

- 13.1 Please note the requirements of FAR provision 52.212-3. Prospective Contractors shall complete electronic annual representations and certifications at www.sam.gov in conjunction with required registration in the SAM database. Representations & Certifications must be completed and/or updated by the date and time offers are due.

14. Working hours are between 07:00 – 04:30 pm, Monday through Friday. All federal holidays excluded. Any work outside of normal working hours must be pre-approved by the CO and COR. Federal holidays are available at the [Federal Holiday OPM Site](#).

15. Deliverables

- 15.1 See SOW Paragraph for deliverables.

16. Delivery

- 16. All prices are to be proposed F.O.B. Destination

Location of Services to be received:
2400 Canal Street
New Orleans, La. 70119

17. Subcontracting Commitments - Monitoring and Compliance

- 17.1 This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract 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 compliance with the subcontracting commitments.

18. Subcontracting Plan - Monitoring and Compliance

- 18.1 This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data 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 compliance with the subcontracting plan.

19. Proposal Total Firm Fixed Price:

- 19.1 Proposals shall include a Total Firm Fixed Price for CLIN 0001-0048 for equipment per Schedule B below. A breakdown of the FFP may be requested to determine price reasonableness.

20. Solicitation Questions

- 20.1 Questions must be submitted in writing. The questions format is provided as Attachment B (S02 RFQ Attachment B Questions Request Form). Questions shall be submitted via electronic mail (e-mail) to: John.Adams1B4996@va.gov. Questions will be accepted up to 1:00 p.m. March 2, 2016. All questions and answers will be published via amendment to the solicitation.

21. Amendments to Solicitation

- 21.1 Acknowledged receipt of ALL amendments to this solicitation on the proposal transmittal letter. If any of the amendments to this solicitation furnish amended sections, the amended sections must be used in submitting your offer.

22. Offer Acceptance Period

- 22.1 The minimum offer acceptance period is 90 days. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.

23. Submitting Offers

- 23.1 Offers must arrive at the designated location by the exact time and date as specified in this solicitation. Offers will only be received by this office via mail or by hand delivery. Transmission of offers by fax to this office is NOT ACCEPTABLE and will result in offers being rejected.

SECTION B.PRICE SCHEDULE AND STATEMENT OF WORK

B.1 PRICE SCHEDULE

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PRESSURE POT 8 QT ALMORE #66041 LOCAL STOCK NUMBER: 66041	2.00	EA	_____	_____
0002	TRIAD 2000 UNIT, VISIBLE LIGHT CURING #70210 LOCAL STOCK NUMBER: 70210	3.00	EA	_____	_____
0003	PINDEX LASER SYSTEM CE PX113L LOCAL STOCK NUMBER: PX113L	2.00	EA	_____	_____
0004	EXTRA HEAVY DUTY #200 DENTAL LABORATORY VIBRATOR #84500 LOCAL STOCK NUMBER: 84500	2.00	EA	_____	_____
0005	ECLIPSE STARTER KIT #1 905260 LOCAL STOCK NUMBER: 905260	2.00	EA	_____	_____
0006	PNEUMATIC FLASK PRESS #83200 LOCAL STOCK NUMBER: 83200	2.00	EA	_____	_____
0007	BUNSEN BURNER 5U	35.00	EA	_____	_____

	08910 NATURAL GAS ONLY LOCAL STOCK NUMBER: 5U 08910				
0008	ULTRASONIC CLEANING SYSTEM AND BASKET L&R QUANTREX 140 ULTRASONIC W/TIMER AND DRAIN AND BASKET LOCAL STOCK NUMBER: 140	2.00	EA	_____	_____
0009	X50 LABORATORY HANDPIECE PREMIUM 37800 LOCAL STOCK NUMBER: 37800 X50	8.00	EA	_____	_____
0010	STA-VAC II VACUUM FORMING SYSTEM 80193 LOCAL STOCK NUMBER: 80193	2.00	EA	_____	_____
0011	PARAFLEX BROKEN ARM SURVEYOR #22220 LOCAL STOCK NUMBER: 22220	2.00	EA	_____	_____
0012	PARAFLEX BROKEN ARM SURVEYOR MEASURING INSTRUMENTS 22160 LOCAL STOCK NUMBER: 22160	2.00	EA	_____	_____
0013	TILT TOP NEY WAX TRIMMER SURVEYOR 9995402 LOCAL STOCK NUMBER: 9995402	2.00	EA	_____	_____
0014	FULL ARCH #2 ARTICULATOR CHROME LOCAL STOCK NUMBER: #2	100.00	EA	_____	_____
0015	MAGNETIC MOUNTING SYSTEM ARTICULATOR 4640Q	15.00	EA	_____	_____

	LOCAL STOCK NUMBER: 4640Q				
0016	ADJUSTABLE GUIDE TABLE FOR ARTICULATOR #010631-000 LOCAL STOCK NUMBER: 010631-000	15.00	EA	_____	_____
0017	INDIRECT MOUNTING FACEBOWS #34358 9185Q LOCAL STOCK NUMBER: 34358 9185Q	8.00	EA	_____	_____
0018	FORK SUPPORT FOR ARTICULATOR #9174 QM 28706 LOCAL STOCK NUMBER: 9174 QM 28706	8.00	EA	_____	_____
0019	FACEBOW FORK DENTULOUS FOR ARTICULATOR #04464 8609 LOCAL STOCK NUMBER: 04464 8609	15.00	EA	_____	_____
0020	FACEBOW FORK EDENTULOUS FOR ARTICULATOR #04480 8631 LOCAL STOCK NUMBER: 04480 8631	15.00	EA	_____	_____
0021	MAGNETIC MOUNTING PLATES 28710 LOCAL STOCK NUMBER: 28710	2.00	EA	_____	_____
0022	REMOUNTING JIG 8575 03735 LOCAL STOCK NUMBER: 8575 03735	2.00	EA	_____	_____
0023	REMOUNTING JIG 8579Q 03737 LOCAL STOCK NUMBER: 8579Q QM 03737	2.00	EA	_____	_____

0024	PORCELAIN OVEN/FURNACE, PROGRAMAT P510 IVOCLAR PORCELAIN OVEN LOCAL STOCK NUMBER: P510	2.00	EA	_____	_____
0025	MULTI STAGE PROGRAMMABLE FURNACE, VULCAN 3-130 FURNACE LOCAL STOCK NUMBER: 3- 130	1.00	EA	_____	_____
0026	SANDSTORM PRESTIGE 1/O #80170 VANIMAN MFG LOCAL STOCK NUMBER: 80170	1.00	EA	_____	_____
0027	CASTING TORCH AUTOMATIC W/7" TIP TUBE FOR NATURAL GAS LOCAL STOCK NUMBER: 2007	1.00	EA	_____	_____
0028	REGULATOR AND HOSE FOR CASTING TORCH 2007 LOCAL STOCK NUMBER: REGULATOR AND HOSE	1.00	EA	_____	_____
0029	44G ATLAS GIANT FLASK LOCAL STOCK NUMBER: 44G	1.00	EA	_____	_____
0030	LOWER FLASK 44L LOCAL STOCK NUMBER: 44L	4.00	EA	_____	_____
0031	UPPER FLASK 44U LOCAL STOCK NUMBER: 44U	4.00	EA	_____	_____
0032	BRONZE KNOCK OUT FLASK 44D LOCAL STOCK NUMBER: 44D	2.00	EA	_____	_____

0033	TOOTH CABINET, STEEL FIVE DRAWER #142 98086 LOCAL STOCK NUMBER: 142 98086	8.00	EA	_____	_____
0034	UTILITY CART, LAKESIDE NSF LISTED STAINLESS STEEL #311 LOCAL STOCK NUMBER: #311	2.00	EA	_____	_____
0035	ELECTRONIC WAXER, ULTRA 2, #34844 LOCAL STOCK NUMBER: 34844	2.00	EA	_____	_____
0036	COMPACT SCALE, OHAUS OCS5000 H2717 LOCAL STOCK NUMBER: OCS5000 H2717	1.00	EA	_____	_____
0037	BURNER LIGHTER, RADNOR 64003410 LOCAL STOCK NUMBER: 64003410	35.00	EA	_____	_____
0038	ALCOHOL TORCH, HANAU #26-O 000301 LOCAL STOCK NUMBER: #26-O 000301	12.00	EA	_____	_____
0039	MAGNETIC STRIP, WALL MOUNTED 12" LOCAL STOCK NUMBER: 1510010	6.00	EA	_____	_____
0040	MAGNETIC STRIP, WALL MOUNTED 18" 1510020 LOCAL STOCK NUMBER: 1510020	12.00	EA	_____	_____
0041	SINTERING FURNACE, PROGRAMAT S1 LOCAL STOCK NUMBER: S1	2.00	EA	_____	_____
0042	PRESSING FURNACE,	2.00	EA	_____	_____

PROGRAMAT EP5010 LOCAL STOCK NUMBER: EP5010					
0043	KRAFT PAPER DISPENSER 24" WITH CUTTING EDGE 67185371 LOCAL STOCK NUMBER: 67185371	2.00	EA	_____	_____
0044	LABORATORY SAW AND BLADES LOCAL STOCK NUMBER: 76630 NO 50	4.00	EA	_____	_____
0045	WAXING UNIT 86000 LOCAL STOCK NUMBER: 86000	10.00	EA	_____	_____
0046	DENTAL BLASTER, BB100 SHELL BLASTER LOCAL STOCK NUMBER: BB100	1.00	EA	_____	_____
0047	DEFLASKING CHISEL POWER PILLO 50225000 LOCAL STOCK NUMBER: 50225000	3.00	EA	_____	_____
0048	WATER BATH 70-150 LOCAL STOCK NUMBER: 70-150	4.00	EA	_____	_____
				GRAND TOTAL	=====

B.2 STATEMENT OF WORK

Statement of Work **Dental Laboratory Equipment**

Southeast Louisiana Veterans Health Care System
New Orleans, LA

October 21, 2015

1, PURPOSE

1.1 The purpose is to provide dental laboratory equipment for the Dental Service at Southeast Louisiana Veterans Health Care System (SLVHCS) Dental Clinic, Outpatient Building, 2400 Canal St, New Orleans, LA 70119.

2. SCOPE

2.1 The Contractor shall provide all listed equipment. All products must meet all salient characteristics defined in this section.

2.2 SALIENT CHARACTERISTICS

2.2.1 **Pressure Pot**

Suggested Manufacturer Brand Name: Almore OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Internal Diameter 9.5 inches
- Depth of 6.25 inches
- Adjustable temperature range up to 230 degrees F
- Air lock that keeps the unit pressurized without a constant connection to the air line
- Heat control thermostat and internal temperature gauge
- Internal temperature of the pot can be set

2.2.2 **Visible Light Curing Unit**

Suggested Manufacturer Brand Name: DENTSPLY, Triad 2000, OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Fabrication of the acrylic devices used routinely in the dental office
- Create custom trays, provisional bridges, denture relines or repairs immediately
- 115 Volts
- Allows for fewer patient visits, setups, cleanups
- Monomer free

2.2.3 **Pindex Laser System CE**

Suggested Manufacturer Brand Name: WHALEDENT/COLTENE OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Manual drilling, synthetic case, complete with accessories

- Hand drill
- Set of flexible socket former
- Tools for drill changing
- Socket wrench x 2
- Pin introduction set
- Benchmark for model making
- Can fabricate to precise parallel drill channels

2.2.4 Extra Heavy Duty Vibrator
Suggested Manufacturer Brand Name: BUFFALO DENTAL,
OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Large 10 ½" W x 7 ½" D
- Rubber covered steel work platform
- Fully variable speed control
- 350W, 60 Hz
- Heavy enameled cast aluminum housing
- 4 ½ " high
- 19 pounds
- 120V AC

2.2.5 Eclipse Starter Kit #1
Suggested Manufacturer Brand Name: DENTSPLY,
OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Flask free prosthetic resin system
- EPU 20: deep + 4" for ventilation, 14" wide, 16" height
- Monomer free
- Cuts turn-around time and increases capacity
- Less shrinkage compared to acrylics (less than 2% vs 7-10% for traditional denture acrylics)
- Fit at try-in = fit at delivery guarantee
- Ideal for full and partial dentures, night guards and provisional partial dentures (flippers)
- No need for investing
- Starter Kit #1 includes:
 - Processing unit with lamps and filters
 - Conditioning oven 15" deep, 14" wide, 19" height + 2" for ventilation
 - Heat resistant gloves
 - Bonding agent kit with hotplate 6" deep, 4" wide, 4" height
 - Wax Pencil Pro (electric spatula) 6" deep, 2" wide, 6" height
 - Hot Air Gun
 - Melting Pot
 - 12/pk boxes of resin (18 packages of 12)
 - Shade guides (10 total)
 - Tooth cage
 - Resin warmer 4" deep, 6" wide, 4" height
 - Miscellaneous accessories

2.2.6 Pneumatic Flask Press
Suggested Manufacturer Brand Name: NEVIN, OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- 21" H x 10" W
- Prevents stress on back, arms and shoulders when packing resins
- Assures dense, porosity-free acrylic resins
- Two hand operation
- Factory pre-set at 1500psi trial pack, 3000 psi for final closure

2.2.7 Bunsen Burners
Suggested Manufacturer Brand Name: BUFFALO DENTAL, OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- For use with natural gas only
- 4 1/2" high
- Solid brass burner with a black base
- Flame height adjustable knob

2.2.8 Ultrasonic Cleaning System and Basket
Suggested Manufacturer Brand Name: L&R, OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Ultrasonic cleaning system with heater and timer, drain and cover
- Countertop model
- ETL-CAN/US,CE approved
- ISO 9001-2008
- Constructed with vinyl-clad steel and stainless steel
- Fourteen quality inspection steps for strength and durability
- Equipped with stainless steel drain with multi-positional outlet for easy removal of solution
- 2 ½ year warranty covers all defects in materials and workmanship
- 5 year warranty on housing and 10 years on tank-to-tank transducer bonding
- Internal tank size 9 3/8" x 5 3/8" x 4". Holds 3 3/8 quarts
- Overall size 10 3/8" x 6 3/8" x 8"
- Input watts 95 150 w/heat
- Amps 1282
- 26"Lx16.5"Wx21.0"H
- Basket dimension 9" x 5" x 3 ½"

2.2.9 Laboratory Handpiece
Suggested Manufacturer Brand Name: BUFFALO DENTAL, OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Premium 50,000 RPM High Torque System
- Ultra-high torque cutting power brushless high torque motor and control system
- 7.8N cm torque and precise control from 1,000-50,000 RPM with no carbon brush maintenance

- Ultra-quiet and extremely smooth operation
- High concentric, vibration free operation
- Sealed maintenance free design
- Twist lock/unlock chuck
- Microcomputer control
- Fully variable speed via console or foot control
- Digital RPM display
- Controls for hand/foot and forward/reverse operation
- 120V AC

2.2.10 **Vacuum Forming System**

Suggested Manufacturer Brand Name: BUFFALO DENTAL, OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Combination vacuum table/bead basket
- Can be used in standard flat table mode or reversed and used in bead basket mode for versatility, vacuum flow and accuracy
- Dual stage electric vacuum motor for powerful suction and highly accurate adaptations
- No compressed air connections required
- Spring loaded, self-leveling
- Gasket sealed frame
- Can accommodate a variety of 5" x 5" sheet materials
- Square center post for smooth operation and alignment of frame and table
- Solid construction 7" W x 16" D x 11" H x 32 pounds
- Shielded heater
- Ergonomic operation
- 120V AC
- Includes two Convert Tables, steel beads and plastic work tray

2.2.11 **Broken Arm Surveyor and Measuring Instruments**

Suggested Manufacturer Brand Name: BEGO USA, OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Precision bearings at all joints
- Two horizontal joints (double hinged arm)
- Twofold vertically adjustable working level
- Solid baseplate for 360 degree stability
- Detachable precision model table with secure model locking device
- Model table and toll holding fixture can be swiveled 360 degrees
- Model holding plate can be swiveled with 0 degree lock
- Use of a second work table is possible
- 13" H x 8" W x 8" D x 7 pounds
- Also include set of 6 measuring instruments

2.2.12 **Wax Trimmer, Tilt Top**

Suggested Manufacturer Brand Name: DENSTPLY/NEY, OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Parallometer system
- Horizontal platform
- Adjustable spindle for the vertical indicator
- Survey table that can be locked at any angle
- For designing removable partial dentures as well as precision and pin-retaining fixed restoration and all ceramic bridge work
- Determines the parallelism of two or more tooth surfaces, or any part of the cast of a dental arch
- Tool holder and locking nut included
- Locking nut allows the centering of standard dental burs for milling of wax, dovetail preparation and ledges

2.2.13 **Full Arch #2 Articulator – Chrome**
Suggested Manufacturer Brand Name: SELECT DENTAL MANUFACTURING OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Chrome plated articulator
- Constructed with stainless steel and brass fittings
- Sturdy and rugged
- Two piece articulator design
- Standard lateral and protrusive movements
- Upper and lower parts are easily separated
- Width a joint is 1 ¾" with a vertical parallel height of 2 1/8"
- Condylar inclination of 25°

2.2.14 **Magnetic Mounting System**
Suggested Manufacturer Brand Name: WHIP MIX, OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Magnetic retention without adding steps to the process
- Mounts case in one quick step
- Tracking condylar guidance
- Elimination of crossbar allows for enhanced visibility and lingual access during denture set-up
- Easy to operate locking mechanisms allow Positive centric locking, ability to move through excursive movements and removal of upper member
- Adjustable condylar inclination: 0-70 degrees
- Adjustable progressive side shift: 0-25 degrees
- Fixed intercondylar distance: 110mm
- System of interchangeability which allows accurate transfer of casts between articulators
- Support rod allows upper member stability when articulator is open
- Comes complete with: Flat incisal table, dual-end incisal pin, 4 disposable magnetic mounting plates

2.2.15 **Adjustable Guide Table for Articulators**
Suggested Manufacturer Brand Name: WHIP MIX, OR EQUIVALENT as follows

Specifications/Salient Characteristics:

- May be moved anteriorly or posteriorly
- Minimizes adjustment for the “x” dimension
- Incline may be adjusted and locked from 0-40 degrees protrusive
- Adjustable lateral wings establish the degree of incisal freedom from 0-45 degrees

2.2.16 **Indirect Mounting Facebows**

Suggested Manufacturer Brand Name: WHIP MIX, OR EQUIVALENT as follows

Specifications/Salient Characteristics

- Works in conjunction with Magnetic Mounting System
- Quick and accurate method of securing an axis location
- Indirect mounting for easier access, increased stability, greater ease of use and optimum instrument efficiency
- Once the registration is obtained, the transfer assembly can be removed
- Compatible to 4000 series Whip Mix articulators
- Comes complete with indirect facebow, transfer assembly, transfer base, facebow fork and support bar

2.2.17 **Fork Support for Articulator**

Suggested Manufacturer Brand Name: WHIP MIX, OR EQUIVALENT as follows

Specifications/Salient Characteristics

- Required to secure the QM Magnetic Transfer Base Assembly to an articulator
- Supports the maxillary cast

2.2.18 **Facebow Fork Dentulous for Articulator**

Suggested Manufacturer Brand Name: WHIP MIX, OR EQUIVALENT as follows

Specifications/Salient Characteristics

- For use with patients who have natural teeth
- Metal bite ring with attached rod used to properly mount a dental cast on an articulator
- Item is brand specific to type of articulator being utilized

2.2.19 **Facebow Fork Edentulous for Articulator**

Suggested Manufacturer Brand Name: WHIP MIX, OR EQUIVALENT as follows

Specifications/Salient Characteristics

- For use with patient who do not have natural teeth
- Metal bite ring with attached rod used to properly mount a dental cast on an articulator
- Item is brand specific to type of articulator being utilized

2.2.20 **Magnetic Mounting Plates QM**

Suggested Manufacturer Brand Name: WHIP MIX, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used for mounting casts
- Fits Whip Mix articulators – brand specific

2.2.21 **Remounting Jig**

Suggested Manufacturer Brand Name: WHIP MIX, OR EQUIVALENT as follows

Specifications/Salient Characteristics

- Temporarily replaces the mandibular cast
- Eliminates the need for a second facebow recording and transfer
- For screw type articulators
- Fits Whip Mix articulators – brand specific

2.2.22 **Remounting Jig QM**

Suggested Manufacturer Brand Name: WHIP MIX, OR EQUIVALENT as follows

Specifications/Salient Characteristics

- Temporarily replaces the mandibular cast and its mounting plate
- Made of anodized aluminum
- Eliminates the need for a second facebow recording and transfer
- For use with magnetic articulators
- Fits Whip Mix articulators – brand specific

2.2.23 **Porcelain Oven/Furnace**

Suggested Manufacturer Brand Name: IVOCAR/VIVADENT, OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Infrared technology
- Large swiveling touch color screen
- Progress indicator shows current firing status and remaining process time
- Thermal imaging camera measures temperature at the surface of the fired object
- Reduces cracks or fractures in the ceramic
- 20% faster firing
- Furnace head and heater are controlled with the infrared camera
- Closed furnace dimensions: Depth 495mm, Width 320mm, Height 320mm
- Dimension of firing chamber – Diameter 90mm/Height 80mm
- Maximum firing temperature of 1200C
- Furnace is built according to standards IEC 61010 and UL and CAN/CSA
- EMC tested

2.2.26 **Multi-Stage Programmable Furnace**

Suggested Manufacturer Brand Name: DENTSPLY INTERNATIONAL, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- 3-step Programmable, multi-stage system for management of time, temperature and rate
- Efficient Hybrid Muffle
- Durable construction
- 2 year warranty
- Replaceable heating elements
- 1100C maximum temperature
- Can be programmed to link with six-stage operation and up to seven day delay start

2.2.27 **Abrasive Blasting System**

Suggested Manufacturer Brand Name: VANIMAN OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Insta-off feature immediately starts and stops media flow
- Powder-coated steel cabinet with hand cuffs
- Built-in pressure delivery system including a 0-100psi adjustable filter regulator and foot pedal control
- Air blast nozzle inside cabinet for clean-up operations
- On/off and tank selector controls located inside the cabinet
- Large, well-lit work area
- Handles all types of blasting media from 60 to 360 grit (25-250 micron)
- Easy fill tanks
- Tanks hold up to 4 pounds of media
- Tungsten carbide precision tips and sapphire crystal tips
- No metal parts
- 3 year warranty

2.2.28 **Casting Torch with Regulator and Hose**

Suggested Manufacturer Brand Name: HARRIS OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Automatic with 7" Tip Tube
- Complete with torch handle, mixer, 1 melting tip and 1 soldering tip
- For use with natural gas

2.2.29 **Giant Flask**

Suggested Manufacturer Brand Name: HANDLER MFG., OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- For use when conventional size flasks are not large enough
- Cast of bronze alloy
- Used in reconstructive maxilla-facial procedures
- Fitted with three separate sections, a bottom knock-out disc and rear tapered stainless steel guide pins for easier flasking and de-flasking
- Upper configuration
- Dimensions 4 5/8"L x 4 3/8"W x 2 3/4" H (12cmx11cmx7cm)

2.2.30 **Lower Flask**

Suggested Manufacturer Brand Name: HANDLER MFG., OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Forged of special alloy bronze to provide years of durable service
- Slanted heel section to accommodate cases with high condyles
- Tapered near guide pins, smooth interior and special bronze alloy for easier flasking and de-flasking operations
- Lower configuration
- Dimensions 4"L x 3 3/4" W x 2 1/4" H (10cmx10cmx6cm)

2.2.31 **Upper Flask**

Suggested Manufacturer Brand Name: HANDLER MFG. OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Upper configuration
- Forced of special alloy bronze for durable service
- Fitted with hardened stainless steel alloy rear tapered guide pins
- Ejector type flask
- Dropped forged with glass-like smooth surfaces
- Models are easily ejected

2.2.32 Flask Knock-Out Discs
Suggested Manufacturer Brand Name: HANDLER MFG. OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Denture flask discs
- Fits 44U, 44L, and 44G Atlas style flasks

2.2.33 Tooth Cabinet
Suggested Manufacturer Brand Name: DENTSPLY OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Five drawer
- Steel construction
- Will accommodate Trubyte teeth
- Outside dimensions
 - Width 17 ½ "
 - Depth 16 ¾ "
 - Height 6"

2.2.34 Utility Cart
Suggested Manufacturer Brand Name: LAKESIDE OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Stainless Steel construction
- Welded tubular stainless steel legs
- Stain and rust resistant shelves reinforced with hemmed front
- Bumpers on legs and handle to protect walls and furniture
- Easy to clean
- Swivel casters for mobility
- Three shelves
- Top and middle shelves with raised retaining lips on 3 sides
- Length 27 ½ "
- Width 16 ¼ "
- Height 32 1/8"
- 300 pound capacity
- Shelf length 24"
- Shelf type 3 lips up and 1 down
- Shelf spacing 11 ¾ "
- Shelf width 15 ½ "

- Wheel diameter 3 ½"
- Wheel type rubber swivel

2.2.35 **Electronic Waxer**

Suggested Manufacturer Brand Name: KERR OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Compact 3 compartment wax heating unit with adjustable temperature control
- On/Off switch located on power cord to prevent wax seepage into switch mechanism
- Controlled temperatures from 140 degrees to 210 degrees F
- Three 11/16" deep wax compartments (one is 2 ½" x 2 7/8" and two are 1 5/8" x 1 3/8")
- Heat indicator light on front panel

2.2.36 **Compact Scale**

Suggested Manufacturer Brand Name: OHAUS OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Lightweight and easy to use
- OZ/G/LB/OZ convertible
- Large, high contrast LCD display
- Two button operation
- Auto shut-off and battery indicator
- Powered by 3 AA batteries or AC adaptor
- 5" round platform size
- Maximum capacity of 5000 grams/11 pounds
- Accuracy to 1g/.03 oz.

2.2.37 **Burner Lighter**

Suggested Manufacturer Brand Name: RADNOR OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used with flints to create a spark to ignite flame
- 8"
- Squeeze technique to ignite
- Metal construction with protective shield on end

2.2.38 **Alcohol Torch**

Suggested Manufacturer Brand Name: HANAU OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Fingertip control of the "trigger" plunger
- Readily adjusts to the type of flame desired from intense needle point to a mild brushing flame
- Constructed of durable plastic with all working parts of metal
- Employs the principle of an air pump
- Uses denatured alcohol only

2.2.39 **Magnetic Strip, Wall Mounted**

Suggested Manufacturer Brand Name: MAGNA BAR OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Wood base with magnetic bars
- Holds dental laboratory instruments such as burs, mandrels, and other lab tools
- 12" in length

2.2.40 **Magnetic Strip, Wall Mounted**

Suggested Manufacturer Brand Name: MAGNA BAR OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Wood base with magnetic bars
- Holds dental laboratory instruments such as burs, mandrels and other lab tools
- 18" in length

2.2.41 **Sintering Furnace**

Suggested Manufacturer Brand Name: IVOCAR/VIVADENT OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Compact furnace for sintering of frameworks
- Maximum temperature of 1600C
- Frameworks can be sintered in 75 minutes
- Bridges of up to 4 units can be fabricated in 90 minutes
- Allows for the creation of crowns and bridges to be fabricated within one working day
- Does not jeopardize the material strength or accuracy of fit
- Integrated speed programs for fully anatomical restorations with a high translucency
- Membrane sealed keypad and graphic display
- Compact design
- OSD display (Optical Status Display)

2.2.42 **Pressing Furnace**

Suggested Manufacturer Brand Name: IVOCAR/VIVADENT OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- High-tech and modern design
- User friendly furnace
- May be used both as a press and as a ceramic furnace
- Integrated thermal imaging camera
- Measures the exact temperature at the surface of the fired object or investment ring
- The preheated investment ring, the preheating furnace and the press furnace can be coordinated with each other
- Warning is displayed if investment ring is insufficiently heated
- Infrared technology
- Homogenous heat distribution in the firing chamber

2.2.43 **Kraft Paper Dispenser**

Suggested Manufacturer Brand Name: GSA ADVANTAGE OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Holds 24" roll of Kraft Brown Paper
- Wall mountable
- Has cutting edge for ease in acquiring desired length of paper
- Metal construction

2.2.44 Laboratory Saw and Blades

Suggested Manufacturer Brand Name: BUFFALO OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Laboratory Saw 2 ½" depth
- Adjustable tension via thumbscrew
- No 0 flat blades to fit saw

2.2.45 Waxing Unit

Suggested Manufacturer Brand Name: BUFFALO OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- 3 compartment wax heating unit with adjustable temperature control
- On/off switch located on power cord to prevent wax seepage into switch mechanism
- Controlled temperatures from 140-210 degrees F
- One well is 2 ½" x 2 7/8" and two are 1 5/8" x 1 3/8"
- Heat indicator light on front panel

2.2.46 Dental Blaster

Suggested Manufacturer Brand Name: BADBOY BLASTERS OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Abrasive blasting method used to remove deposits off surfaces without causing damage to the original surfaces
- Cabinet design – cabinet is welded to avoid leakage
- Foot controlled
- Connection for a vacuum hose
- 70 watt light for vision
- Designed to blast with 100 grit media or finer
- Built-in regulator and water trap to ensure dry blast media as well as pressure control

2.2.47 Deflasking Chisel

Suggested Manufacturer Brand Name: RENFERT OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Maintenance free deflasking chisel for the removal of plaster and investment material
- Powerful and gentle deinvesting of sensitive restorations (castings, dentures)
- Oil free mechanism
- Minimal transmission of vibration to user's joints
- Delivers high performance, smooth running and quick release coupling connection

- Infinitely variable power setting
- Four different tungsten carbide chisel inserts
- Ergonomic and provides a reliable grip

2.2.48

Water Bath

Suggested Manufacturer Brand Name: SCIENCE FIRST OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Digitally controlled warm water bath
- Capable of heating 77 degrees F to 176 degrees F
- Can be converted to Celsius (25 degrees C to 80 degrees C)
- Constructed of 18-8 nickel-bearing stainless steel
- Water receptacle is sealed below the rim so that accidental spillage is prevented from penetrating to the inside
- Digitally controlled timer with automatic shut-off
- Styrene liner
- Complete with Spatula

3. DELIVERY

- 3.1 Contractor shall deliver all equipment to the Southeast Louisiana Veterans Health Care System (SLVHCS) Campus 2400 Canal St, New Orleans, LA 70119 on June 10, 2016.
- 3.2 Deliver materials to job in manufacturer's original sealed containers with brand name marked thereon.
- 3.3 Package to prevent damage or deterioration during shipment, handling, and storage.
- 3.4 Maintain protective covering in place and in good repair until delivery is necessary.
- 3.5 Any government requested delayed delivery up to 90 days after initial delivery date, shall be at no additional cost to the Government.
- 3.6 A pre-delivery meeting will be conducted 60 days prior to initial delivery date for verification of delivery and installation dates.

4. WARRANTY:

- 4.1 The contractor shall provide all manufacturers' warranty with products upon delivery.

5. INSPECTION AND ACCEPTANCE:

- 5.1 The Contractor shall conduct a joint inspection with the COR upon delivery of tools.
- 5.2 Contractor shall provide dates of completion of punch list items and replacement parts and/or short ship items from the manufacturer(s).

6. DELIVERABLES

- 6.1 Operation and Maintenance Manuals
 - 6.1.1Binders - Quantity (2) each for items 2.2 – 2.5.9
 - 6.1.2Digital Copies- Quantity (1) each for items 2.2 – 2.5.9
- 6.2 Deliver compilation of all manufacturer recommended maintenance schedule and operation materials packaged in binder(s) to COR upon completion of installation.

SECTION C - CONTRACT CLAUSES

C.1 CLAUSES INCORPORATED BY REFERENCE:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015

C.2 CLAUSES INCORPORATED BY FULL TEXT:

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:

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	NOV 2014
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2014
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

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/>

(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 , said guarantee to run from date of acceptance of the equipment by the Government. The contractor agrees to furnish, without cost to the Government, replacement of all parts and material that are found to be defective during the guarantee period. Replacement of material and parts will be furnished to the Government at the point of installation, if installation is within the continental United States, or f.o.b. the continental U.S. port to be designated by the contracting officer if installation is outside of the continental United States. Cost of installation of replacement material and parts shall be borne by the contractor.

(End of Clause)

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)

(End of Addendum to 52.212-4)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 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 (APR 2010)(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 (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (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. (Aug 2013) (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 (OCT 2014) (15 U.S.C. 637(d)(2) and (3).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (OCT 2014) 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 (NOV 2011) (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 Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (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 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (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 (JUL 2014) (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 (AUG 2013). (Executive Order 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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (37)(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.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☒ (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(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.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 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).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(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 2014) (Executive Order 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 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 (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 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.

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(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).

(xii) 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).

(xiii) 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).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 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.

(xviii) 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

N/A

SECTION E - SOLICITATION PROVISIONS

E.1 PROVISIONS INCORPORATED BY REFERENCE:

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV 2014
52.211-6	BRAND NAME OR EQUAL	AUG 1999

E.2 PROVISIONS INCORPORATED BY FULL TEXT:

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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:

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be

completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

(End of Addendum to 52.212-1)

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:

Technical Capability (Equivalent/Brand Name or Equal products must meet all salient characteristics to be technically acceptable), and Price.

(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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2015)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (p) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(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; and

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

(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).

“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 size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) 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; and

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned

by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of

manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with

respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
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_____	_____
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[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
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_____	_____
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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
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_____	_____
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements”.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end

products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the

IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards.
(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

[] Other _____.

(5) *Common parent.*

[] Offeror is not owned or controlled by a common parent;

[] Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's

Specially Designated Nationals and Blocked Persons List at
<http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.)

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a “doing business as” name)

(End of Provision)

