

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-1488 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 September 20, 2016 12:00 p.m., Central local time.**

This solicitation is 100% set-aside to Service-Disabled Veteran Owned Small Business.

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 Miscellaneous Manual Equipment for the new Southeast Louisiana Veterans Health Care System (SLVHCS) Central Energy Plant 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 “Miscellaneous Dental Equipment Manual”, dated June 16, 2016.
3. NAICS code is 339114. Size Standard is 750 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 001-137 for equipment.
 - 5.2 The anticipated for delivery is on September 30, 2016. See SOW paragraph 2.5.1 for estimated phasing.
6. Compensation for Services Rendered:
 - 6.1 Proposals shall include a total Firm Fixed Price for CLIN 001-137 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. Online Representations and Certifications (ORCA):

12.1 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.

13. 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](#).

14. Deliverables

15.1 See SOW Paragraph for deliverables.

15. Delivery

15.1 All prices are to be proposed F.O.B. Destination

Location of Services to be received:

Central Energy Plant Building

2400 Canal St.

New Orleans, La. 70119

16. Subcontracting Commitments - Monitoring and Compliance

16.1 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.

17. Subcontracting Plan - Monitoring and Compliance

- 17.1 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.

18. Proposal Total Firm Fixed Price:

- 18.1 Proposals shall include a Total Firm Fixed Price for CLIN 001-002 for equipment per Schedule B below. A breakdown of the FFP may be requested to determine price reasonableness.

19. Amendments to Solicitation

- 19.1 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.

20. Offer Acceptance Period

- 20.1 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.

21. Submitting Offers

- 21.1 Offers must arrive as an attachment via email to John.Adams1b4996@va.gov . Offers may also be received by this office via mail or by hand delivery. Transmission of offers by fax to this office or in the body of an email 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	RUBBER DAM CLAMP 14	20.00	EA		
0002	RUBBER DAM CLAMP 2A	20.00	EA		
0003	RUBBER DAM CLAMP 9	20.00	EA		
0004	TIMERS - DIGITAL	35.00	EA		
0005	METAL SPATULA #3	60.00	EA		
0006	MAYO STAND, LARGE	5.00	EA		
0007	MAYO STAND, SMALL	4.00	EA		
0008	LUXATOR, ELEVATOR 3MM STRAIGHT	40.00	EA		
0009	LUXATOR, ELEVATOR 3MM CURVED	40.00	EA		

0010	LUXATOR, ELEVATOR 5MM STRAIGHT	40.00	EA	_____	_____
0011	COMPOSITE DISPENSING SYRINGE SPEED SLOT	30.00	EA	_____	_____
0012	FLOSS DISPENSER	30.00	EA	_____	_____
0013	ALGINATE BOWLS, LARGE PLASTIC	85.00	EA	_____	_____
0014	FOX OCCLUSAL PLANE, METAL	40.00	EA	_____	_____
0015	RUBBER DAM FRAMES 6"	30.00	EA	_____	_____
0016	HP DISPENSING GUN 50ML	40.00	EA	_____	_____
0017	STETHOSCOPE, DUALHEAD 22"	35.00	EA	_____	_____
0018	PATIENT HAND MIRROR	35.00	EA	_____	_____
0019	LEAD APRON 0.3MM PANORAMIX	3.00	EA	_____	_____
0020	LEAD APRON ADULT WITH THYROID COLLAR .3MM	4.00	EA	_____	_____
0021	THYROID COLLAR	35.00	EA	_____	_____
0022	LEAD APRON HANGER	23.00	EA	_____	_____
0023	IMAGING DS ARM AND	50.00	EA	_____	_____

	RING KIT				
0024	SENSOR HOLDER HORIZONTAL AND VERTICAL	50.00	EA	_____	_____
0025	SENSOR HOLDER UNIVERSAL	50.00	EA	_____	_____
0026	AUTOMIX DISPENSING GUN 25ML	20.00	EA	_____	_____
0027	ALGINATE SPATULA	100.00	EA	_____	_____
0028	CAPSULE APPLIER	30.00	EA	_____	_____
0029	HYGIENE STUDY MODEL	4.00	EA	_____	_____
0030	SURGICAL STEP STOOL	12.00	EA	_____	_____
0031	STUDY MODEL OF DISEASED TEETH & GUMS	20.00	EA	_____	_____
0032	HANSAW KIT	3.00	EA	_____	_____
0033	METAL DENTAL IMPRESSION TRAY #X1-X- LARGE	40.00	EA	_____	_____
0034	METAL TRAY #1 LARGE UPPER PERFORATED IMPRESSION TRAY	40.00	EA	_____	_____
0035	METAL TRAY #3 MEDIUM/LARGE UPPER PERFORATED IMPRESSION TRAY	40.00	EA	_____	_____

0036	METAL TRAY #4 MEDIUM UPPER PERFORATED IMPRESSION TRAY	40.00	EA	_____	_____
0037	METAL TRAY #5 PERFORATED MEDIUM UPPER IMPRESSION TRAY	40.00	EA	_____	_____
0038	METAL TRAY #7 PERFORATED SMALL UPPER IMPRESSION TRAY	40.00	EA	_____	_____
0039	METAL IMPRESSION TRAY X20 NICKEL X-LARGE LOWER PERFORATED IMPRESSION TRAY	40.00	EA	_____	_____
0040	TRAY #20 LARGE LOWER PERFORATED IMPRESSION TRAY	40.00	EA	_____	_____
0041	METAL TRAY #21 MEDIUM LOWER PERFORATED IMPRESSION TRAY	40.00	EA	_____	_____
0042	METAL IMPRESSION TRAY #22 SMALL LOWER PERFORATED IMPRESSION TRAY	40.00	EA	_____	_____
0043	METAL TRAY PERFORATED FULL SET 8/BOX	40.00	EA	_____	_____
0044	BLOOD PRESSURE CUFF MANUAL LARGE ADULT	30.00	EA	_____	_____
0045	IV POLE	5.00	EA	_____	_____

0046	BOLEY GAUGE	44.00	EA	_____	_____
0047	CROWN GAUGE	40.00	EA	_____	_____
0048	CURING METER FOR CURING LIGHTS	2.00	EA	_____	_____
0049	DENTAL PHOTOGRAPHY MIRROR ADULT OCCLUSAL	4.00	EA	_____	_____
0050	IODINE CUPS, 6 OZ STAINLESS STEEL	75.00	EA	_____	_____
0051	EMESIS BASIN	75.00	EA	_____	_____
0052	DAPPEN DISHES	12.00	EA	_____	_____
0053	CROWN GRIPPER	10.00	EA	_____	_____
0054	COMPLETE TUB PACKAGE BLUE	15.00	EA	_____	_____
0055	COMPLETE TUB PACKAGE GRAY	15.00	EA	_____	_____
0056	COMPLETE TUB PACKAGE GREEN	15.00	EA	_____	_____
0057	COMPLETE TUB PACKAGE YELLOW	15.00	EA	_____	_____
0058	CROWN AND BRIDGE SCISSORS CURVED	15.00	EA	_____	_____
0059	CURVED FESTOONING	15.00	EA	_____	_____

	SCISSORS				
0060	BAND CRIMPING PLIERS	10.00	EA	_____	_____
0061	CORNW AND BAND CONTOURING PLIERS	10.00	EA	_____	_____
0062	6" STAINLESS STEEL TMJ RULER	20.00	EA	_____	_____
0063	ENDO RULER FINGER RIGHT HAND	10.00	EA	_____	_____
0064	ENDO RULER FINGER LEFT HAND	10.00	EA	_____	_____
0065	TOFFLEMIRE MATRIX RETAINER CONTRA ANGLE	10.00	EA	_____	_____
0066	TOFFLEMIRE MATRIX RETAINER UNIVERSAL	10.00	EA	_____	_____
0067	TUB RACK LONG SIDE LOAD	5.00	EA	_____	_____
0068	RESTORATIVE ORGANIZER, PURPLE	30.00	EA	_____	_____
0069	MESH LARGE DRAWER ORGANIZER	30.00	EA	_____	_____
0070	CROWN AND COLLAR SCISSORS, 4 1/2" CURVED	4.00	EA	_____	_____
0071	CROWN AND COLLAR SCISSORS 4" STRAIGHT	4.00	EA	_____	_____

0072	MAYO 5 1/2" SCISSORS, STRAIGHT	4.00	EA	_____	_____
0073	VITA CLASSICAL SHADE GUIDE	3.00	EA	_____	_____
0074	VITA 3D MASTER SHADE GUIDE	3.00	EA	_____	_____
0075	HI-HEAT TORCH WITH 3 TIPS	2.00	EA	_____	_____
0076	QUARTZ CASTING CRUCIBLES, SLOTTED	4.00	EA	_____	_____
0077	QUARTZ CASTING CRUCIBLES, CLOSED	4.00	EA	_____	_____
0078	CASTING TONGS SCISSOR TYPE	4.00	EA	_____	_____
0079	GENIUS STYLE BRUSH SIZE 4	6.00	EA	_____	_____
0080	GENIUS STYLE BRUSH SIZE 8	6.00	EA	_____	_____
0081	MIXING PALETTES FOR STAINS	4.00	EA	_____	_____
0082	PORCELAIN MIXING TRAY	4.00	EA	_____	_____
0083	ALL METAL SPATULA #3	4.00	EA	_____	_____
0084	SPRING CALIPER,, METAL	3.00	EA	_____	_____

0085	SPRING CALIPER WAX	3.00	EA	_____	_____
0086	BIRD BEAK PLIERS 139	3.00	EA	_____	_____
0087	101 WIRE BENDING PLIERS	3.00	EA	_____	_____
0088	200 CLASP ADJUSTING PLIERS 3 PRONG	3.00	EA	_____	_____
0089	7R PLASTER KNIFE	4.00	EA	_____	_____
0090	12 PLASTER KNIFE	3.00	EA	_____	_____
0091	3R PLASTER KNIFE	2.00	EA	_____	_____
0092	KELLY 5 3/4" HEMOSTATS, CURVED	4.00	EA	_____	_____
0093	ARTICULATING PAPER FORCEPS	4.00	EA	_____	_____
0094	WASHOUT BRUSH	3.00	EA	_____	_____
0095	ES-1000 MICRO TORCH	5.00	EA	_____	_____
0096	BUR CLEANING BRUSH, NO HANDLE	6.00	EA	_____	_____
0097	POUR-N-CURE FLASK	5.00	EA	_____	_____
0098	MODEL BASE MOLDS, MEDIUM	8.00	EA	_____	_____
0099	MODEL BASE MODLS,	10.00	EA	_____	_____

	LARGE				
0100	MINI BOWLS, 8CC SMALL	5.00	EA	_____	_____
0101	MINI BOWLS 30CC MEDIUM	6.00	EA	_____	_____
0102	MINI BOWLS 80CC LARGE	6.00	EA	_____	_____
0103	GREEN, MIXING BOWLS 150CC SMALL	4.00	EA	_____	_____
0104	GREEN MIXING BOWLS 350CC MEDIUM	5.00	EA	_____	_____
0105	GREEN MIXING BOWLS 850CC X-LARGE	3.00	EA	_____	_____
0106	PRECISION CHUCKS HANDLER STONE #1 RIGHT	8.00	EA	_____	_____
0107	PRECISION CHUCKS HANDLER TAPER #7 RIGHT	6.00	EA	_____	_____
0108	PRECISION CHUCKS HANDLER TAPER #7 LEFT	6.00	EA	_____	_____
0109	JACOBS-TYPE STONE MANDREL	8.00	EA	_____	_____
0110	JACOBS-TYPE ARBOR BAND MANDREL 3/4" RUBBER	8.00	EA	_____	_____
0111	JACOBS-TYPE SPINDLE MANDREL	8.00	EA	_____	_____

0112	PKT 1	8.00	EA	_____	_____
0113	PKT 2	8.00	EA	_____	_____
0114	PKT 4	8.00	EA	_____	_____
0115	ROACH CARVER	8.00	EA	_____	_____
0116	7 WAX SPATULA	8.00	EA	_____	_____
0117	7A WAX SPATULA	8.00	EA	_____	_____
0118	31 WAX SPATULA	8.00	EA	_____	_____
0119	#24A RIGID BLADE CEMENT SPATULA	8.00	EA	_____	_____
0120	HOLLENBACK 1/2 STANDARD HANDLE	8.00	EA	_____	_____
0121	HOLLENBACK 3 STANDARD HANDLE	8.00	EA	_____	_____
0122	2/29 BURNISHER STANDARD HANDLE	5.00	EA	_____	_____
0123	28/29 BURNISHER	5.00	EA	_____	_____
0124	CLEOID-DISCOID 3/6	8.00	EA	_____	_____
0125	CLEOID-DISCOID 1/2	8.00	EA	_____	_____
0126	TANNER 5T	8.00	EA	_____	_____

0127	ARTICULATOR #2240	15.00	EA	_____	_____
0128	MOUNTING PLATES #85808 PLASTIC	2.00	EA	_____	_____
0129	GALETTI STYLE ARTICULAR	4.00	EA	_____	_____
0130	96H2 SERIES ARTICULATOR	15.00	EA	_____	_____
0131	MAGNETIC ARTICULATOR	20.00	EA	_____	_____
0132	CURVED DISC	40.00	EA	_____	_____
0133	DENTURE FLASK UPPER	14.00	EA	_____	_____
0134	DENTURE FLASK LOWER	14.00	EA	_____	_____
0135	KNOCKOUT DISC	28.00	EA	_____	_____
0136	FLASK COMPRESS	5.00	EA	_____	_____
0137	2-POST RELINE JIG	5.00	EA	_____	_____
				GRAND TOTAL	_____

B.2 STATEMENT OF WORK

Statement of Work

Miscellaneous Dental Equipment Manual

Southeast Louisiana Veterans Health Care System
New Orleans, LA

06/16/2016

1. PURPOSE

- 1.1 The purpose is to provide Miscellaneous Dental Equipment Manual at Southeast Louisiana Veterans Health Care System (SLVHCS), Central Energy Plant building, 2400 Canal St, New Orleans, LA 70119.

2. SCOPE

- 2.1 The Contractor shall transport all listed equipment. All products must meet all salient characteristics defined in this section.
- 2.2 All equipment must meet manufacturers and VA specifications.
- 2.3 The Contractor shall furnish all supplies, equipment, facilities and services required for delivery of the supplies and equipment.
- 2.4 The Contractor is responsible for any missing parts and components not included.

2.5 SALIENT CHARACTERISTICS

2.5.1 Miscellaneous Dental Instruments Specifications/Salient Characteristics:

Number of Pieces: 20 RUBBER DAM CLAMPS 14

Matte finish Rubber Dam Clamps absorbs and dissipates light instead of reflecting it back; clamps work with rubber dam to isolate the tooth from saliva and other fluids so dental procedures can be performed in dry conditions.

.....

Number of Pieces: 20 RUBBER DAM CLAMPS 2A

Matte finish Rubber Dam Clamps absorbs and dissipates light instead of reflecting it back; clamps work with rubber dam to isolate the tooth from saliva and other fluids so dental procedures can be performed in dry conditions.

Number of Pieces: 20 RUBBER DAM CLAMPS 9

Matte finish Rubber Dam Clamps absorbs and dissipates light instead of reflecting it back; clamps work with rubber dam to isolate the tooth from saliva and other fluids so dental procedures can be performed in dry conditions.

Number of Pieces: 35 TIMER

Timer range of 99 minutes, 59 seconds, Digital display. Time accuracy 0.01%

Number of Pieces: 60 METAL SPATULA 3

Used in the mixing of dental plaster, stone and other materials; metal for durability and strength; all metal spatula with high polish stainless steel blade for mixing alginate, stone and plaster

Number of Pieces: 5 Mayo Stands, Large

A tray on a stand used in oral surgical procedures made of stainless steel with adjustable heights; includes stainless steel tray on top of stand

Number of Pieces: 4 Mayo Stands, Small

A tray on a stand used in oral surgical procedures made of stainless steel with adjustable heights; includes stainless steel tray on top of stand

Number of Pieces: 40 Luxator, Elevator 3mm Straight

A surgical instrument used to luxate and remove teeth and roots that cannot be engaged by the beaks of forceps or to loosen teeth and roots before forceps application

Number of Pieces: 40 Luxator, Elevator 3mm Curved

A surgical instrument used to luxate and remove teeth and roots that cannot be engaged by the beaks of forceps or to loosen teeth and roots before forceps application

Number of Pieces: 40 Luxator, Elevator 5mm Straight

A surgical instrument used to luxate and remove teeth and roots that cannot be engaged by the beaks of forceps or to loosen teeth and roots before forceps application

Number of Pieces: 30 Composite Dispensing Syringe Speed Slot

A device used with dental materials for purposes of dispensing the material when taking impressions and other dental procedures. Item must be compatible with materials currently being used in the clinic setting.

Composite compule dispenser. Locking mechanism to keep material from falling out of the dispenser – ergonomically designed for ease of hand use

Number of Pieces: 30 Floss Dispenser

A heavy duty, durable table top dispenser for dental floss. Should have a spool and a cutting edge

Number of Pieces: 85 Alginate Bowls, Large Plastic

A plastic flexible bowl used for mixing of dental alginate material

Number of Pieces: 40 Fox Occlusal Plane, Metal

A metal device used in the fabrication of dental appliances to position teeth – used to establish plane of occlusion

Number of Pieces: 30 Rubber Dam Frames 6"

A plastic structure used in dentistry to secure rubber dam material in place during the procedure; rubber dam frames are skeletons that form dental dam material. They are contoured to fit close to the face to provide retraction and ample working area for various dental procedures

Number of Pieces: 40 HP Dispensing Gun 50ml

A device used with dental materials for purposes of dispensing the material when taking impressions and other dental procedures. Item must be compatible with materials currently being used in the clinic setting

Number of Pieces: 35 Stethoscope, dualhead, 22"

An instrument used to hear and amplify the sounds produced by the heart, lungs and other internal organs

Number of Pieces: 35 Patient Hand Mirror

A polished surface reflecting the rays of light reflected from objects in front of it

Number of Pieces: 03 Lead Apron 0.3mm panoramic

A safety device used to protect patients from overexposure with dental imaging; Item must be at least .3mm in thickness and must be designed for use with panoramic x-ray capability

Number of Pieces: 04 Lead Apron Adult with thyroid collar .3mm

A safety device used to protect patients from overexposure with dental imaging; Item must be at least .3mm thickness and include thyroid collar of the same thickness

Number of Pieces: 35 Thyroid Collar

A safety device used to protect patients from overexposure with dental imaging, specifically to protect the Thyroid area. Must be .3mm in thickness

Number of Pieces: 23 Lead Apron Hanger

A device used to hang lead aprons and thyroid collars to prevent tearing and preserve the integrity of the Apron.

Number of Pieces: 50 Imaging DS Arm and Ring Kit

A device used to position a dental imaging sensor in the patient's mouth for imaging purposes; provides the flexibility needed for the best digital x-rays and most comfortable fit

Number of Pieces: 50 Sensor Holder Horizontal & Vertical

A device used to position a dental imaging sensor in the patient's mouth for imaging purposes; provides the flexibility needed for the best digital x-rays and most comfortable fit

Number of Pieces: 50 Sensor Holder Universal

A device used to position a dental imaging sensor in the patient's mouth for imaging purposes; provides the flexibility needed for the best digital x-rays and most comfortable fit

Number of Pieces: 20 Automix Dispensing Gun 25ml

A device used with dental materials for purposes of dispensing the material when taking impressions and other dental procedures. Item must be compatible with materials currently being used in the clinic setting

Number of Pieces: 100 Alginate Spatula

A spatula used for the mixing of dental alginate - has an ergonomic plastic handle with a metal blade for durability.

Number of Pieces: 30 Capsule Applier

A device used with dental materials for purposes of dispensing the material when taking impressions and other dental procedures. Item must be compatible with materials currently being used in the clinic setting

Number of Pieces 04 Hyiene Study Model

A device used in patient education to demonstrate oral hygiene practices; depicts the natural dentition for demonstration purposes

Number of Pieces: 12 Surgical Step Stool

Cast aluminum step stool with slip-resistant rubber tread surface and no slip feet for safety; must be able to be disinfected with high level disinfectant

Number of Pieces: 20 Study Model of Diseased Teeth & Gum

A device used in patient education to demonstrate oral hygiene practices; depicts the natural dentition for demonstration purposes

Number of Pieces: 03 Handsaw Kit

A saw used in the dental laboratory for trimming during the prosthetic design process. Handle should be ergonomically designed for user safety

Number of Pieces: 40 Metal dental impression tray #X1 X-Large Upper - perforated

Metal impression tray #X1 X-Large Impression tray (stainless steel); metal impression trays are for use with alginate or any other type of impression material where detailed reproduction and dimensionally stable results are vital; must have a smooth finish for patient comfort and are autoclavable

Number of Pieces: 40 Metal Tray #1 Large Upper Perforated Impression Tray

Metal impression tray #1 Large perforated stainless steel; metal impression trays are for use with alginate or any other type of impression material where detailed reproduction and dimensionally stable results are vital; must have a smooth finish for patient comfort and are autoclavable.

Number of Pieces: 40 Metal Tray #3 Medium/Large Upper Perforated Impression Tray

Metal impression tray #3 Medium/Large Upper perforated stainless steel; metal impression trays are for use with alginate or any other type of impression material where detailed reproduction and

dimensionally stable results are vital; must have a smooth finish for patient comfort and are autoclavable.

Number of Pieces: 40 Metal Tray #4 Medium Upper Perforated Impression Tray

.....Metal impression tray #4 Medium Upper Perforated stainless steel; metal impression trays are for use with alginate or any other type of impression material where detailed reproduction and dimensionally stable results are vital; must have a smooth finish for patient comfort and are autoclavable.

Number of Pieces: 40 Metal Tray #5 Perforated Medium Upper Impression Tray

Metal impression tray #5 Medium Upper Perforated stainless steel; metal impression trays are for use with alginate or any other type of impression material where detailed reproduction and dimensionally stable results are vital; must have a smooth finish for patient comfort and are autoclavable.

Number of Pieces: 40 Metal Tray #7 Perforated Small Upper Impression Tray

Metal impression tray #7 Perforated Small Upper stainless steel; metal impression trays are for use with alginate or any other type of impression material where detailed reproduction and dimensionally stable results are vital; must have a smooth finish for patient comfort and are autoclavable.

Number of Pieces: 40 Metal Impression Tray X20 Nickel X-Large Lower Perforated Impression Tray

Metal Impression tray X20 nickel X-Large Lower Perforated Impression Tray; metal impression trays are for use with alginate or any other type of impression material where detailed reproduction and dimensionally stable results are vital; must have a smooth finish for patient comfort and are autoclavable.

Number of Pieces: 40 Tray #20 Large Lower Perforated Impression Tray

Metal Impression Tray #20 Large Lower Perforated Impression Tray; metal impression trays are for use with alginate or any other type of impression material where detailed reproduction and dimensionally stable results are vital; must have a smooth finish for patient comfort and are autoclavable.

Number of Pieces: 40 Metal Tray #21 Medium Lower Perforated Impression Tray

Metal impression tray #21 medium lower perforated impression tray; metal impression trays are for use with alginate or any other type of impression material where detailed reproduction and dimensionally stable results are vital; must have a smooth finish for patient comfort and are autoclavable.

Number of Pieces: 40 Metal Impression Tray #22 Small Lower Perforated Impression Tray

Metal impression #22 small lower perforated impression tray; metal impression trays are for use with alginate or any other type of impression material where detailed reproduction and

dimensionally stable results are vital; must have a smooth finish for patient comfort and are autoclavable.

Number of Pieces 40 Metal Tray Perforated Full Set 8/box

Metal impression tray set to include trays 61, 62, 63, 64, 66, 67, 68 and 69 - edentulous perforated; metal impression trays are for use with alginate or any other type of impression material where detailed reproduction and dimensionally stable results are vital; must have a smooth finish for patient comfort and are autoclavable.

Number of Pieces: 30 HP Blood Pressure Cuff Manual Large Adult

A manual blood pressure cuff to be used for recording blood pressure in patients

Number of Pieces: 05 IV Pole

Hook, 5 leg IV pole, cast aluminum to be used in the oral surgical procedures; base can be no more than 25" in diameter due to space constraints.

Number of Pieces: 44 Boley gauge

a caliper-type gauge graduated in millimeters used to measure the thickness of various dental materials.

Number of Pieces: 40 Crown Gauge

A caliper type gauge graduated in millimeters used to measure the crown of a tooth; 2 sided scale

Number of Pieces: 02 Curing meter for curing lights

A unit used to measure the intensity of a dental curing light for accuracy; measures up to 5000 mW/cm for blue light; equipped with infrared sensor and glue light sensor; battery operated

Number of Pieces: 04 Dental photography mirror adult occlusal

A device used when taking dental photography - contoured to allow for easy insertion and removal. Scratch resistant. Stainless steel. Will not discolor after sterilization

Number of Pieces: 75 Iodine cups, 6 oz stainless steel

A stainless steel cup used in dental procedures to hold water for irrigation

Number of Pieces: 75 Emesis Basin

stainless steel 16 oz basin, crescent shaped

Number of Pieces: 12 Dappen Dishes

A small glass cup used to hold liquid dental materials, blue

Number of Pieces: 10 Crown Gripper

A scissor like instrument used in dentistry to remove crowns with rubber tips

Number of Pieces: 15 Complete Tub Package Blue

A storage tub with lockable lids for the storage of dental materials for us in the clinic on a day-to-day basis; color coded for procedure specific usage; contains antimicrobial protection to inhibit the growth of microbes that can stain, discolor and promote degradation

Number of Pieces: 15 Complete Tub Package Gray

A storage tub with lockable lids for the storage of dental materials for us in the clinic on a day-to-day basis; color coded for procedure specific usage; contains antimicrobial protection to inhibit the growth of microbes that can stain, discolor and promote degradation

Number of Pieces: 15 Complete Tub Package Green

A storage tub with lockable lids for the storage of dental materials for us in the clinic on a day-to-day basis; color coded for procedure specific usage; contains antimicrobial protection to inhibit the growth of microbes that can stain, discolor and promote degradation

Number of Pieces 15 Complete Tub Package Yellow

A storage tub with lockable lids for the storage of dental materials for us in the clinic on a day-to-day basis; color coded for procedure specific usage; contains antimicrobial protection to inhibit the growth of microbes that can stain, discolor and promote degradation

Number of Pieces: Crown and Bridge Scissors Curved

A stainless steel curved tip scissors used in crown and bridge procedures in dentistry to cut and trim various dental materials

Number of Pieces: 15 Curved Festooning Scissors

A stainless steel curved tip scissors used in crown and bridge procedures in dentistry to cut and trim various dental materials

Number of Pieces: 10 Band crimping pliers

A stainless steel instrument used in ortho procedures in dentistry serrated tool used in the placement and removal of archwires, pins, bands, adhesive, brackets, crowns and other auxiliaries

Number of Pieces: 10 Crown and band contouring pliers

A stainless steel instrument used in ortho procedures in dentistry; utility pliers – serrated tools used in the placement and removal of archwires, ins, bands, adhesive, brackets, crowns and other auxiliaries

Number of Pieces: 20 Stainless steel TMJ ruler 6"

A measuring device used to measure length in dentistry

Number of Pieces: 10 Endo ruler finger right hand

measuring device used to measure length in dentistry

Number of Pieces: 10 Endo ruler finger left hand

A measuring device used to measure length in dentistry

Number of Pieces: 10 Tofflemire Matrix Retainer Contra Angle

A mechanical device that clamps the ends of a matrix band and tightens it around a tooth, stainless steel and adjusts to provide a positive grip

Number of Pieces: 10 Tofflemire Matrix Retainer Universal

A mechanical device that clamps the ends of a matrix band and tightens it around a tooth, stainless steel and adjusts to provide a positive grip

Number of Pieces: 5 Tub Rack Long Side Load

An adjustable storage rack to be used for the storage of dental materials for use in the clinic on a day-to-day basis; color coded for procedure specific usage; stainless steel construction, bins are plastic with covers

Number of Pieces: 30 Restorative Organizer, Purple

Organizer used in the dental operator for the storage/use of dental restorative materials for daily use.

Number of Pieces: 30 Mesh Large Drawer Organizer

A drawer divider constructed of mesh metal with 6 compartments. Can be no larger than 2 7/16" H; 15 1/8"W and 11 9/10"D to accommodate existing cabinetry

Number of Pieces: 4 crown and collar scissors, 4 1/2" curved
scissors used to fabricate various appliances

Number of Pieces: 4 crown and collar scissors, 4" straight
scissors used to fabricate various appliances

Number of Pieces: 4 Mayo 5 1/2" scissors, straight
scissors used to fabricate various appliances; used for trimming tissue or cutting sutures

Number of Pieces: 3 VITA Classical Shade Guide
guide used to accurately match various shades of teeth

Number of Pieces: 3 VITA 3D Master Shade Guide
guide used to accurately match various shades of teeth

Number of Pieces: 2 Hi-Heat Torch with 3 tips
torch used to melt alloys for dental crown fabrication

Number of Pieces: 4 Quartz Casting Crucibles, slotted
crucible in which alloys are melted in the casting process

Number of Pieces: 4 Quartz Casting Crucibles, closed
crucible in which alloys are melted in the casting process

Number of Pieces: 4 Casting Tongs Scissor type
tongs used to handle casting rings during the casting process

Number of Pieces: 6 Genius Brush Size 4
brush used to apply porcelain to metal substructures; high quality porcelain brush with multifunctional handle; nonslip surface and ergonomic design; fine tip shape for anterior individualization and shaping of the occlusal surface

Number of Pieces: 6 Genius Brush Size 8
brush used to apply porcelain to metal substructures; high quality porcelain brush with multifunctional handle; nonslip surface and ergonomic design; fine tip shape for anterior individualization and shaping of the occlusal surface

Number of Pieces: 4 Mixing Palettes for Stains
porcelain mixing trays with small wells for stains and glaze; used for mixing porcelain compound and stains

Number of Pieces: 4 Porcelain Mixing tray
porcelain mixing trays with wells for porcelain; used for mixing porcelain compound and stains.

Number of Pieces: 4 All-Metal Spatula #3
spatula used to mix and pour dental stone; metal spatula with high polish stainless steel blade for mixing alginate, stone and plaster

Number of Pieces: 3 Spring Caliper, metal
Spring gauge for measuring metal thickness of crowns; precision caliper corrosion resistant, stainless steel; double sided design allows for convenient right-or-left hand measurements in 0.1mm increments

Number of Pieces: 3 Spring Caliper, wax
spring gauge for measuring thickness of wax crowns; precision caliper corrosion resistant, stainless steel; double sided design allows for convenient right or left hand measurements in 0.1mm increments

Number of Pieces: 3 Bird Beak Pliers
pliers used to bend wires for acrylic appliances; orthodontic pliers made of forged steel, hand polished and satin finished to reduce glare; must be resistant to corrosion, breakage and autoclavable

Number of Pieces: 3 Wire Bending Pliers 101
pliers used to bend wires for acrylic appliances

Number of Pieces: 3 Clasp Adjusting Pliers 3 prong 200
3 prong pliers used for bending wires for acrylic appliances box joint

Number of Pieces: 4 Plaster Knife 7R
knife used to mix and pour dental stone and other materials

Number of Pieces: 3 Plaster Knife 12
knife used to mix and pour dental stone and other materials

Number of Pieces: 2 Plaster Knife 3R
knife used to mix and pour dental stone and other materials

Number of Pieces: 4 Kelly 5 3/4" hemostats, curved
hemostats used to hold crowns for various fabrication procedures ; multipurpose dental instrument used to grasp and move small objects such as tissue, bone and tooth fragments. Beaks have grooves with interlocking teeth and the handles have a locking mechanism that helps to hold an object or tissue securely

Number of Pieces: 4 Articulating Paper Forceps
forceps used to hold articulating paper for occlusal verification

Number of Pieces: 3 Washout Brush
brush for cleaning wax from dentures during fabrication

Number of Pieces: 5 Micro Torch ES-1000
torch used to in various dental lab procedures ; hand held refillable micro torch; can reach temperature of up to 2500 degrees F

Number of Pieces: 6 Bur Cleaning Brush, no handle
brush used to remove dental stone and acrylics from burs during use

Number of Pieces: 5 Pour-N-Cure Flask
flask for fabricating dentures using the pour technique with alginate

Number of Pieces: 8 Model Base Molds, medium
molds for forming a base for poured impressions

Number of Pieces: 10 Model Base Molds, large
molds for forming a base for poured impressions

Number of Pieces: 5 Mini Bowls, 8cc small
non-stick silicone bowls for mixing acrylics

Number of Pieces: 6 Mini Bowls 30cc medium
non-stick silicone bowls for mixing acrylics

Number of Pieces: 6 Mini Bowls 80 cc large
non-stick silicone bowls for mixing acrylics

Number of Pieces: 4 Green Mixing Bowls, 150cc small
bowl for mixing alginates, stones, and plasters

Number of Pieces: 5 Green Mixing Bowls 350ccc medium
bowl for mixing alginates, stones, and plasters

Number of Pieces: 3 Green Mixing Bowls 850cc x-large
bowl for mixing alginates, stones, and plasters

Number of Pieces: 8 Precision Chucks Handler stone #1 right
used with standard bench lathes and accessories

Number of Pieces: 6 Precision Chucks Handler taper #7 right
used with standard bench lathes and accessories

Number of Pieces: 6 Precision Chucks Handler taper #7 left
used with standard bench lathes and accessories

Number of Pieces: 8 Jacobs-Type Stone Mandrel
used with standard bench lathes and accessories

Number of Pieces: 8 Jacobs-Type Arbor Band Mandrel 3/4' Rubber
used with standard bench lathes and accessories

Number of Pieces: 8 Jacobs-Type Spindle Mandrel
used with standard bench lathes and accessories

Number of Pieces: 8 PKT 1
carving instrument used in various fabrication procedures; waxing instrument

Number of Pieces: 8 PKT 2
carving instrument used in various fabrication procedures; waxing instrument

Number of Pieces: 8 PKT 4
carving instrument used in various fabrication procedures; waxing instrument

Number of Pieces: 8 Roach Carver
carving are dental instruments used as part; laboratory carver designed for carving
anatomical features of the tooth and trimming excel materials

Number of Pieces: 8 Wax Spatula 7

spatula used for waxing various dental appliances; stainless steel, double ended

Number of Pieces: 8 wax Spatula 7A

spatula used for waxing various dental appliances; stainless steel, double ended

Number of Pieces: 8 Wax Spatula 31

spatula for waxing dentures ; stainless steel, double ended

Number of Pieces: 8 Rigid Blade Cement Spatula #24A

spatula for mixing acrylics; metal spatulas used to mix and load cement and other materials into crowns and inlay/onlay preparations

Number of Pieces: 8 Hollenback 1/2 standard handle

carving instrument used in various fabrication procedures; used for restorative procedures to carve anatomical features and remove excess materials

Number of Pieces: 8 hollenback 3 standard handle

carving instrument used in various fabrication procedures; used for restorative procedures to carve anatomical features and remove excess materials

Number of Pieces: 5 Burnisher standard handle 2/29

carving instrument used in various fabrication procedures; a dental instrument commonly used to ensure that amalgam restorations are smooth and free of irregularities; working end is smooth and rounded

Number of Pieces: 5 Burnisher 28/29

carving instrument used in various fabrication procedures; a dental instrument commonly used to ensure that amalgam restorations are smooth and free of irregularities; working end is smooth and rounded

Number of Pieces: 8 Cleoid-Discoïd 3/6

carving instrument used in various fabrication procedures, carver, standard handle

Number of Pieces: 8 Cleoid-Discoïd 1/2

carving instrument used in various fabrication procedures; carver, standard handle

Number of Pieces: 8 Tanner 5T

carving instrument used in various fabrication procedures; carver, standard handle

Number of Pieces: 15 Articulator #2240

device used to accurately replicate jaw movement

Number of Pieces: 2 Mounting Plates #8580B Plastic

plates used to affix casts to Whip-Mix articulator

Number of Pieces: 4 Galetti Articulator
device used to accurately replicate jaw movement; plasterless, fixed plate articulator; all metal construction; firmly grasps models of any size

Number of Pieces: 15 Series Articulator 96H2
device used to accurately replicate jaw movement

Number of Pieces: 20 Magnetic Articulator
simple hinge articulator for quick mounting of casts; magnetic split casting; lateral excursions

Number of Pieces: 40 Curved Disc
discs for use with magnetic articulator; fits magnetic articulator; lateral excursions

Number of Pieces: 14 Denture Flask Upper
flask used to invest casts for denture fabrication; constructed of special alloy bronze; stainless steel alloy guide pins; bottom ejection disc for ease in removing models

Number of Pieces: 14 Denture Flask Lower
flask used to invest casts for denture fabrication; slanted heel section to accommodate cases with high condyles

Number of Pieces: 28 Knockout Disk
plate for denture flasks that aids in divesting dentures after processing

Number of Pieces: 5 Flask Compress
compress used to hold denture flasks under pressure during curing

Number of Pieces: 5 Reline Jig 2-post
cast jig used in the process of relining a complete denture

3. DELIVERY

3.1 Contractor shall deliver all equipment to the Southeast Louisiana Veterans Health Care System (SLVHCS) Central Energy Plant building, 2400 Canal St, New Orleans, LA 70119 on September 30, 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 award 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 award delivery date for verification of delivery.

4. INSPECTION AND ACCEPTANCE:

4.1 The Contractor shall conduct a joint inspection with the COR upon delivery of Miscellaneous Dental Equipment Manual

4.2 Contractor shall provide dates of completion of punch list items and replacement parts and/or short ship items
from the manufacturer(s).

5. DELIVERABLES

5.1 Operation and Maintenance Manuals

5.1.1Binders - Quantity (1) each for item 2.1

5.1.2Digital Copies- Quantity (1) each for item 2.1

5.2 Deliver compilation of all manufacturer recommended maintenance schedule and operation materials packaged
in binder(s) to COR.

6. SECURITY REQUIREMENTS

6.1 The Authorization & Accreditation (A&A) requirements do not apply and a Security Accreditation Package is not required.

7. WARRANTY

7.1 The contractor shall provide at least a one year manufacturer's warranty on all parts and labor.

7.2 The warranty shall include all travel and shipping costs associated with any warranty repair.

8. The system must permit maintenance professionals the ability to perform diagnostics, troubleshooting, and maintenance as required.

8.1 Preventive Maintenance:

8.1.1 The vendor must have preventive maintenance service to meet at minimum The Joint Commission standards.

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	JUL 2015
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2016
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 (FEB 2016)**

(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 (NOV 2015).

(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:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (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. (OCT 2015) (31 U.S.C. 6101 note).
- ☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (NOV 2011) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (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 2015) 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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (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 (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (OCT 2015) of 52.223-13.

[] (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 (OCT 2015) (E.O.s 13423 and 13514).

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

[X] (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 (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
 - [X] (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).
 - [X] (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 2015) (E.O. 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 (OCT 2015) (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 \$700,000 (\$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 (OCT 2015) (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 (FEB 2016) (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 (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (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 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	JUL 2015
52.211-6	BRAND NAME OR EQUAL	AUG 1999

E.2 PROVISIONS INCORPORATED BY FULL TEXT:

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(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 \$3,500, and offers of \$3,500 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 (APR 2016)

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 (q) 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
_____	_____
_____	_____
_____	_____

[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
_____	_____
_____	_____
_____	_____

[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
_____	_____

_____	_____
_____	_____

[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
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_____	_____
_____	_____
_____	_____

[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 \$3,500 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.* The Offeror represents that—

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

(ii) It [] is, [] 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 \$3,500 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)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being

paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)