

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 659-18-3-3024-0074		PAGE 1 OF 68	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C24618Q9384	
6. SOLICITATION ISSUE DATE 07-10-2018		7. FOR SOLICITATION INFORMATION CALL: a. NAME Shamike Bethea shamike.bethea@va.gov		b. TELEPHONE NO. (No Collect Calls) 910-488-2120 ext 5199		8. OFFER DUE DATE/LOCAL TIME 07-16-2018 1500	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 339114 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 750 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO PLEASE SEE DELIVERY SCHEDULE				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center PO BOX 149971 Austin TX 78714-9971 PHONE: FAX:			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		Hu-Friedy Dental Instruments for WG (Bill) Hefner VA Medical Center - Salisbury, NC Please see Section B.4 Price/Cost Schedule. This is a Brand Name or Equal to solicitation. (Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 659-3680160-3024-828100-3131 SPM0CP2A1				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/>				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/>			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Shamike Bethea Contracting Officer		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C246 Shamike Bethea

Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Drive
Hampton VA 23667

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Invoiced

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

Department of Veterans Affairs
Financial Services Center
PO BOX 149971
Austin TX 78714-9971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-6 Notice of Total Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing

contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Exam Kit 5 Inst Sig Cass White,1 POSTED AW CLIP LOCAL STOCK NUMBER: IM6052AW* or Equivalent	60.00	EA	—	—
0002	Exam Kit Cone Socket Mirror Handle, Satin Steel LOCAL STOCK NUMBER: MH6-U or Equivalent	60.00	EA	—	—
0003	Exam Kit #5 DE Explorer, Satin Steel LOCAL STOCK NUMBER: EXD56-U or Equivalent	60.00	EA	—	—
0004	Exam Kit CC SE Probe 3-6-9-12, Satin Steel LOCAL STOCK NUMBER: PCP126-U or Equivalent	60.00	EA	—	—
0005	Exam Kit Dressing Pliers, Utility Pick-Up LOCAL STOCK NUMBER: DPU17-U or Equivalent	60.00	EA	—	—

0006	60.00 EA		
Exam #5 DS FS CS Mirror, Double Sided, Single LOCAL STOCK NUMBER: MIR5DS or Equivalent _____			
0007	6.00 EA		
Implant maintenance MTO SS WHT SPACE SAVER 7CASS,1SNAP-IN AW LOCAL STOCK NUMBER: IMSS72AW* or Equivalent _____			
0008	6.00 EA		
Implant maintenance Cone Socket Mirror Handle, Satin Steel LOCAL STOCK NUMBER: MH6-U or Equivalent _____			
0009	6.00 EA		
Impant maintenance #5 DS FS CS Mirror, Double Sided, Single LOCAL STOCK NUMBER: MIR5DS or Equivalent _____			
0010	6.00 EA		
PERIO SURGERY KIT 8x11, 12 Inst, Orange, AW, C2 LOCAL STOCK NUMBER: IM4123AWC2* or Equivalent _____			
0011	12.00 EA		
PERIO SURGERY KIT Cone Socket Mirror Handle, Satin Steel LOCAL STOCK NUMBER: MH6-U or Equivalent _____			
0012	6.00 EA		
PERIO SURGERY KIT #5 DE Explorer, Satin Steel LOCAL STOCK NUMBER: EXD56-U or Equivalent _____			
0013	6.00 EA		
PERIO SURGERY KIT MICH-O SE PROBE 3-6-8 #6 SATIN STEEL HDL LOCAL STOCK NUMBER: PO6-U or Equivalent _____			
0014	6.00 EA		
PERIO SURGERY KIT #15/16 Kirkland DE Knife #9 Hdl LOCAL STOCK NUMBER: KK15/169-U or Equivalent _____			
0015	6.00 EA		
PERIO SURGERY KIT 5/6 Buck DE Knife LOCAL STOCK NUMBER: KB5/66 or Equivalent _____			
0016	6.00 EA		
PERIO SURGERY KIT #36/37 Back-Action DE Chisel #9Hdl LOCAL STOCK NUMBER: C36/379-U or Equivalent _____			
0017	6.00 EA		
PERIO SURGERY KIT 1S/2S Sugarman DE File LOCAL STOCK NUMBER: FS1/2S6 or Equivalent _____			
0018	6.00 EA		
PERIO SURGERY KIT Dressing Pliers, Utility Pick-Up			

LOCAL STOCK NUMBER: DPU17-U or Equivalent			
0019	6.00 EA		
PERIO SURGERY KIT #9 Dean Scissors LOCAL STOCK NUMBER: S9-U or Equivalent			
0020	6.00 EA		
PERIO SURGERY KIT Small G/F Nipper LOCAL STOCK NUMBER: NIPS-U or Equivalent			
0021	6.00 EA		
PERIO SURGERY KIT Crile-Wood Needle Holder LOCAL STOCK NUMBER: NHCW-U or Equivalent			
0022	6.00 EA		
PERIO SURGERY KIT Syringe Anesthetic Aspir A Style 1.8ml LOCAL STOCK NUMBER: SYRA-U or Equivalent			
0023	12.00 EA		
PERIO SURGERY #5 DS FS CS Mirror, Double Sided, Single LOCAL STOCK NUMBER: MIR5DS or Equivalent			
0024	60.00 EA		
PROPHY KIT 5.5 X 8 BLUE 10-INST SIG CASSETTE, A/W LOCAL STOCK NUMBER: IM5108AW* or Equivalent			
0025	60.00 EA		
PROPHY KIT Cone Socket Mirror Handle, Satin Steel LOCAL STOCK NUMBER: MH6-U or Equivalent			
0026	60.00 EA		
PROPHY KIT #11/12 ODU DE Explorer, Satin Steel LOCAL STOCK NUMBER: EXD11/126-U or Equivalent			
0027	60.00 EA		
PROPHY KIT CC SE Probe 3-6-9-12, Satin Steel LOCAL STOCK NUMBER: PCP126-U or Equivalent			
0028	60.00 EA		
PROPHY KIT H6/H7 DE Scaler, EverEdge2 #9 Handle LOCAL STOCK NUMBER: SH6/79E2-U or Equivalent			
0029	60.00 EA		
PROPHY KIT #129 DE SCALER SATIN STEEL HANDLE LOCAL STOCK NUMBER: S1296-U or Equivalent			
0030	60.00 EA		
PROPHY KIT #1/2 Gracey Curette, EE2 #9 Handle LOCAL STOCK NUMBER: SG1/29E2-U or Equivalent			
0031	60.00 EA		
PROPHY KIT #11/12 Gracey Curette,EE2 #9 Handle LOCAL STOCK NUMBER: SG11/129E2-U or Equivalent			

0032	60.00 EA PROPHY KIT #13/14 Gracey Curette,EE2 #9 Handle LOCAL STOCK NUMBER: SG13/149E2-U or Equivalent		
0033	60.00 EA PROPHY KIT 15/16 Gracey Curette,EE2 #9 Handle LOCAL STOCK NUMBER: SG15/169E2-U or Equivalent		
0034	60.00 EA PROPHY #5 DS FS CS Mirror, Double Sided, Single LOCAL STOCK NUMBER: MIR5DS or Equivalent		
0035	70.00 EA RESTORATIVE KIT MTO ORAL SURGERY CASS,20INS,GREEN,C6,AW2 LOCAL STOCK NUMBER: IMOS209AW2* or Equivalent		
0036	140.00 EA RESTORATIVE KIT Cone Socket Mirror Handle, Satin Steel LOCAL STOCK NUMBER: MH6-U or Equivalent		
0037	70.00 EA RESTORATIVE KIT #5 DE Explorer, Satin Steel LOCAL STOCK NUMBER: EXD56-U or Equivalent		
0038	70.00 EA RESTORATIVE KIT MICH-O SE PROBE 3-6-8 #6 SATIN STEEL HDL LOCAL STOCK NUMBER: PO6-U or Equivalent		
0039	70.00 EA RESTORATIVE KIT #17 DE Excavator, Satin Steel LOCAL STOCK NUMBER: EXC176-U or Equivalent		
0040	70.00 EA RESTORATIVE KIT #19 DE Excavator, Satin Steel LOCAL STOCK NUMBER: EXC196-U or Equivalent		
0041	70.00 EA RESTORATIVE KIT #1/2 DE Plugger-Serrated, Satin Steel LOCAL STOCK NUMBER: PLG1/26-U or Equivalent		
0042	70.00 EA RESTORATIVE KIT #3/6 DE Cleoid-Discoïd, Satin Steel LOCAL STOCK NUMBER: CD3/66-U or Equivalent		
0043	70.00 EA RESTORATIVE KIT #89/92 DE Cleoid-Discoïd, Satin Steel LOCAL STOCK NUMBER: CD89/926-U or Equivalent		
0044	70.00 EA RESTORATIVE KIT #W1 DE Plastic Filling Instrument		

	LOCAL STOCK NUMBER: PFIW1-U or Equivalent			
0045	70.00 EA RESTORATIVE KIT #27/29 DE Burnisher, Satin Steel LOCAL STOCK NUMBER: BB27/296-U or Equivalent			
0046	70.00 EA RESTORATIVE KIT CK6 DE SCALER SATIN STEEL HANDLE LOCAL STOCK NUMBER: SCK66-U or Equivalent			
0047	70.00 EA RESTORATIVE KIT Satin Steel #24 Cement LOCAL STOCK NUMBER: CS246-U or Equivalent			
0048	70.00 EA RESTORATIVE KIT Dressing Pliers, Utility Pick-Up LOCAL STOCK NUMBER: DPU17-U or Equivalent			
0049	70.00 EA RESTORATIVE KIT Articulating Paper Forceps or Equivalent LOCAL STOCK NUMBER: APF2-U or Equivalent			
0050	70.00 EA RESTORATIVE KIT Syringe Anesthetic Aspir A Style 1.8ml LOCAL STOCK NUMBER: SYRA-U or Equivalent			
0051	70.00 EA RESTORATIVE KIT How Pliers, Straight LOCAL STOCK NUMBER: 678-203-U or Equivalent			
0052	70.00 EA RESTORATIVE KIT CF II Amalgam Carrier DE Regular/Large LOCAL STOCK NUMBER: AC5202-U or Equivalent			
0053	70.00 EA RESTORATIVE KIT Amalgam Well LOCAL STOCK NUMBER: WA-U or Equivalent			
0054	70.00 EA RESTORATIVE KIT #3 Mosquito Hemostat - Curved LOCAL STOCK NUMBER: H3-U or Equivalent			
0055	70.00 EA RESTORATIVE KIT Crown & Gold Scissors, Curved LOCAL STOCK NUMBER: SCGC-U or Equivalent			

0056	RESTORATIVE #5 DS FS CS Mirror, Double Sided, Single LOCAL STOCK NUMBER: MIR5DS or Equivalent	140.00 EA		
0057	endo kit 8x11, 12 INSTR. SIG.,CASS-Yellow, AW2 LOCAL STOCK NUMBER: IM4125AW2* or Equivalent	20.00 EA		
0058	endo kit Cone Socket Mirror Handle, Satin Steel LOCAL STOCK NUMBER: MH6-U or Equivalent	40.00 EA		
0059	endo kit CC SE Probe 3-6-9-12, Satin Steel LOCAL STOCK NUMBER: PCP126-U or Equivalent	20.00 EA		
0060	endo kit #DG16 DE Endo Explorer, Satin Steel LOCAL STOCK NUMBER: EXDG166-U or Equivalent	20.00 EA		
0061	endo kit #31W DE Oval Spoon Excavator LOCAL STOCK NUMBER: EXC31W-U or Equivalent	20.00 EA		
0062	endo kit #D11 SE Root Canal Spreader #6 HDLE LOCAL STOCK NUMBER: RCSD116-U* or Equivalent	20.00 EA		
0063	endo kit #10-1/2 SE Root Canal Plugger (P) LOCAL STOCK NUMBER: RCP10-1/2-U or Equivalent	20.00 EA		
0064	endo kit #10-1/2 SE Root Canal Plugger (A) LOCAL STOCK NUMBER: RCP10-1/2A-U or Equivalent	20.00 EA		
0065	endo kit #W1 DE Plastic Filling Instrument LOCAL STOCK NUMBER: PFIW1-U or Equivalent	20.00 EA		
0066		20.00 EA		

	endo kit #1/2 DE Plugger-Serrated, Satin Steel LOCAL STOCK NUMBER: PLG1/26-U or Equivalent			
0067	20.00 EA endo kit CF II Amalgam Carrier DE Regular/Large LOCAL STOCK NUMBER: AC5202-U or Equivalent			
0068	20.00 EA endo kit Amalgam Well LOCAL STOCK NUMBER: WA-U or Equivalent			
0069	20.00 EA endo kit Stainless Steel Ruler 6 inch LOCAL STOCK NUMBER: CLR6-U or Equivalent			
0070	20.00 EA endo kit #17 Iris Scissors, Straight LOCAL STOCK NUMBER: S17-U or Equivalent			
0071	20.00 EA endo kit #3 Mosquito Hemostat - Curved LOCAL STOCK NUMBER: H3-U or Equivalent			
0072	20.00 EA endo kit Syringe Anesthetic Aspir A Style 1.8ml LOCAL STOCK NUMBER: SYRA-U or Equivalent			
0073	20.00 EA endo kit Rubber Dam Frame, Adult LOCAL STOCK NUMBER: RDAF6C or Equivalent			
0074	20.00 EA endo kit Rubber Dam Forceps LOCAL STOCK NUMBER: RDF-U or Equivalent			
0075	40.00 EA endo #5 DS FS CS Mirror, Double Sided, Single LOCAL STOCK NUMBER: MIR5DS or Equivalent			
0076	40.00 EA endo 2-Pack Sig Series Hinged Instr. Clip LOCAL STOCK NUMBER: IM1000 or Equivalent			

0077	20.00 EA	additional endo #1 Cone Socket Mirror Handle LOCAL STOCK NUMBER: MH1 or Equivalent
0078	20.00 EA	additional endo Perma Sharp Hegar-Baumgar. Needle Holder LOCAL STOCK NUMBER: NH5034 or Equivalent
0079	20.00 EA	additional endo Crile-Wood Perma Sharp Needle Holder LOCAL STOCK NUMBER: NH5038 or Equivalent
0080	40.00 EA	EXTRACTION/ SURGICAL KIT MTO OS SIG CASS RED,E5,6POSTED CLIPS,AW2 LOCAL STOCK NUMBER: IMOS0C6E5A* or Equivalent
0081	80.00 EA	EXTRACTION/ SURGICAL KIT Cone Socket Mirror Handle, Satin Steel LOCAL STOCK NUMBER: MH6-U or Equivalent
0082	40.00 EA	EXTRACTION/ SURGICAL KIT #9 Molt Periosteal Elevator LOCAL STOCK NUMBER: P9-U or Equivalent
0083	40.00 EA	EXTRACTION/ SURGICAL KIT #1 Woodson Plastic Filling, Satin Steel LOCAL STOCK NUMBER: PFIWDS16-U or Equivalent
0084	40.00 EA	EXTRACTION/ SURGICAL KIT #87 Lucas DE Surgical Curette #6 Handle LOCAL STOCK NUMBER: CL876-U or Equivalent
0085	40.00 EA	EXTRACTION/ SURGICAL KIT #21 Miller Bone File LOCAL STOCK NUMBER: BF21-U or Equivalent
0086	40.00 EA	EXTRACTION/ SURGICAL KIT #13/14 Heidbrink DE Root Pick LOCAL STOCK NUMBER: EHB13/14-U or Equivalent
0087	40.00 EA	

	EXTRACTION/ SURGICAL KIT #23 Seldin Periosteal Retractor LOCAL STOCK NUMBER: P23-U or Equivalent			
0088	40.00 EA EXTRACTION/ SURGICAL KIT #43 Adson-Brown Tissue Pliers LOCAL STOCK NUMBER: TP43-U or Equivalent			
0089	40.00 EA EXTRACTION/ SURGICAL KIT Dressing Pliers, Utility Pick-Up LOCAL STOCK NUMBER: DPU17-U or Equivalent			
0090	40.00 EA EXTRACTION/ SURGICAL KIT #34 Seldin Str. Elevator LOCAL STOCK NUMBER: E34-U or Equivalent			
0091	40.00 EA EXTRACTION/ SURGICAL KIT #301 Apexo Elevator LOCAL STOCK NUMBER: E301-U or Equivalent			
0092	40.00 EA EXTRACTION/ SURGICAL KIT #92 Elevator (Serrated) LOCAL STOCK NUMBER: E92-U or Equivalent			
0093	40.00 EA EXTRACTION/ SURGICAL KIT #44 Cryer Elevator (Small) LOCAL STOCK NUMBER: E44-U or Equivalent			
0094	40.00 EA #45 Cryer Elevator (Small) LOCAL STOCK NUMBER: E45-U or Equivalent			
0095	40.00 EA EXTRACTION/ SURGICAL KIT Retractor U of Minnesota LOCAL STOCK NUMBER: CRM-U or Equivalent			
0096	40.00 EA EXTRACTION/ SURGICAL KIT 30 Degree Std Blumenthal Rongeurs LOCAL STOCK NUMBER: RBL-U or Equivalent			
0097	40.00 EA EXTRACTION/ SURGICAL KIT Syringe Anesthetic Aspir A Style 1.8ml LOCAL STOCK NUMBER: SYRA-U or Equivalent			

0098	40.00 EA	_____	_____
EXTRACTION/ SURGICAL KIT #9 Dean Scissors LOCAL STOCK NUMBER: S9-U or Equivalent _____			
0099	40.00 EA	_____	_____
EXTRACTION/ SURGICAL KIT #3 Mosquito Hemostat - Curved LOCAL STOCK NUMBER: H3-U or Equivalent _____			
0100	40.00 EA	_____	_____
EXTRACTION/ SURGICAL KIT Crile-Wood Needle Holder LOCAL STOCK NUMBER: NHCW-U or Equivalent _____			
0101	80.00 EA	_____	_____
EXTRACTION/ SURG #5 DS FS CS Mirror, Double Sided, Single LOCAL STOCK NUMBER: MIR5DS or Equivalent _____			
			GRAND TOTAL _____

Statement of Work

PURPOSE

The purpose is to provide dental hand instrument and cassette specifications and salient characteristics for the WG (Bill) Hefner VA Medical Center; 1601 Brenner Ave, Salisbury, NC 28144.

SCOPE:

The Contractor shall provide all listed equipment. All products must meet the salient characteristics defined below. Items will be delivered according to quoted proposal procedural setups appropriately labeled and ready for sterile processing. Facility is to identify silicone rail colors for procedural cassettes prior to order being awarded and shipped.

SALIENT CHARACTERISTICS

DIAGNOSTIC INSTRUMENTS:

#1 Cone Socket Mirror Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model MH1 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Fits size 5 Front surface mouth mirror
- 100% high carbon chromium steel alloy

- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

#6 Cone Socket Mirror Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model MH6 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Fits size 5 front surface mouth mirror; 5 double sided mouth mirror
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

5 Double Sided Mouth Mirror

Suggested Manufacturer Brand Name: HU-FRIEDY, Model MIR5DS OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Size 5 double sided mouth mirror
- Rhodium coating to resist scratching front surface for sharp and distortion free image
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

5 Explorer with #6 Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model EXD56 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

11/12 Old Dominion University Explorer with #6 Satin Steel Handle

Suggested Manufacturer Brand Name: Hu-Friedy, Model EXD11/126 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Designed to explore entire dentition with a single instrument
- Excellent for posterior calculus detection in deep pockets, especial on proximal surfaces
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

CP-12 Color Coded Probe with Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model PCP126 OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- 3-6-9-12
- Color coded for accuracy
- Smoothly finished black markings
- No chipping, flaking or fading
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

U17 Utility Pick-Up Dressing Pliers

Suggested Manufacturer Brand Name: HU-FRIEDY, Model DPU17 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Use to grasp or transfer materials in or out of the oral cavity
- Utility plier
- Made heavy gauge stainless steel to prevent bending and misaligning
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

HYGIENE INSTRUMENTS:

H6/H7 Hygienist

Suggested Manufacturer Brand Name: HU-FRIEDY, Model SH6/79E2 OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Super-thin contra-angle design is for interproximal areas. Shank angulation provides accessibility to all anterior and pre-molar surfaces
- #9 EverEdge 2.0 Handle
- EverEdge® 2.0 scalers are the sharpest and longest-lasting scalers on the market. Using a superior heat treatment process, enhanced finishing process and an optimized steel, EverEdge 2.0 edges are scientifically measured to be over 72% sharper than the next closest competitor
- Stainless steel alloy that is durable and keeps instruments sharper longer
- Finely honed finish to the instrument blade for super sharp edges and efficient scaling
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Ergonomically designed handle

129 Sickle Scaler Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model S1296 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Posterior sickle scaler designed for the removal of supragingival calculus
- Stainless steel alloy that is durable and keeps instruments sharper longer
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Ergonomically designed handle

Crane-Kaplan Scaler

Suggested Manufacturer Brand Name: HU-FRIEDY, Model SCK66 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Area specific to allow for deep scaling, root planning and periodontal debridement
- Designed for the removal of supragingival calculus
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Ergonomically designed handle

Gracey Curette 1/2

Suggested Manufacturer Brand Name: HU-FRIEDY, Model SG1/29E2 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Gracey Curettes are designed to adapt to a specific area or tooth surface
- Slight contra-angle for anterior, incisors and canines
- Offset blade provides a perfect working angulation for the tooth surface
- Offset blade angulation means only lower cutting edge of each blade is used
- #9 EverEdge 2.0 Handle
- EverEdge® 2.0 scalers are the sharpest and longest-lasting scalers on the market. Using a superior heat treatment process, enhanced finishing process and an optimized steel, EverEdge 2.0 edges are scientifically measured to be over 72% sharper than the next closest competitor
- Stainless steel alloy that is durable and keeps instruments sharper longer
- Finely honed finish to the instrument blade for super sharp edges and efficient scaling
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Ergonomically designed handle

Gracey Curette 11/12

Suggested Manufacturer Brand Name: HU-FRIEDY, Model SG11/129E2 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Area specific to allow for deep scaling, root planning and periodontal debridement
- Angulated to reach mesial surfaces of posterior teeth
- #9 EverEdge 2.0 Handle
- EverEdge® 2.0 scalers are the sharpest and longest-lasting scalers on the market. Using a superior heat treatment process, enhanced finishing process and an optimized steel, EverEdge 2.0 edges are scientifically measured to be over 72% sharper than the next closest competitor
- Stainless steel alloy that is durable and keeps instruments sharper longer
- Finely honed finish to the instrument blade for super sharp edges and efficient scaling
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Ergonomically designed handle

Gracey Curette 13/14**Suggested Manufacturer Brand Name: HU-FRIEDY, Model SG13/149E2 OR****EQUIVALENT as follows:**

Specifications/Salient Characteristics

- Area specific to allow for deep scaling, root planning and periodontal debridement
- Angulated to reach distal of surfaces of posterior teeth
- #9 EverEdge 2.0 Handle
- EverEdge® 2.0 scalers are the sharpest and longest-lasting scalers on the market. Using a superior heat treatment process, enhanced finishing process and an optimized steel, EverEdge 2.0 edges are scientifically measured to be over 72% sharper than the next closest competitor
- Stainless steel alloy that is durable and keeps instruments sharper longer
- Finely honed finish to the instrument blade for super sharp edges and efficient scaling
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Ergonomically designed handle

Gracey Curette 15/16**Suggested Manufacturer Brand Name: HU-FRIEDY, Model SG15/169E2 OR****EQUIVALENT as follows:**

Specifications/Salient Characteristics

- Area specific to allow for deep scaling, root planning and periodontal debridement
- Same shank bends as 13/14, but blade positioned to reach mesial posterior surfaces
- #9 EverEdge 2.0 Handle
- EverEdge® 2.0 scalers are the sharpest and longest-lasting scalers on the market. Using a superior heat treatment process, enhanced finishing process and an optimized steel, EverEdge 2.0 edges are scientifically measured to be over 72% sharper than the next closest competitor
- Stainless steel alloy that is durable and keeps instruments sharper longer

- Finely honed finish to the instrument blade for super sharp edges and efficient scaling
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Ergonomically designed handle

ENDO INSTRUMENTS:

Endo Explorer Satin Steel Handle DG16

Suggested Manufacturer Brand Name: HU-FRIEDY, Model EXDG166 OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Endodontic explorer
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

31W Oval Spoon Excavator

Suggested Manufacturer Brand Name: HU-FRIEDY, Model EXC31W OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Endo excavator with extended length shank for easy access and dentin removal
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

6" Stainless Steel Ruler

Suggested Manufacturer Brand Name: HU-FRIEDY, Model EXC33L OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Inch and millimeter markings
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

Endo Spreader D11 Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model RCSD116 OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- .40mm working end

- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Ergonomically designed handle
- Made of high quality stainless steel

10-1/2 Root Canal Plugger

Suggested Manufacturer Brand Name: HU-FRIEDY, Model RCP10-1/2 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Posterior single ended plugger with a .90mm diameter
- Used to compact filling material during vertical condensation
- Marked at 5 mm intervals to assess penetration depth
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

10-1/2 A Root Canal Plugger

Suggested Manufacturer Brand Name: HU-FRIEDY, Model RCP10-1/2A OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Anterior single ended plugger with a .90mm diameter
- Used to compact filling material during vertical condensation
- Marked at 5 mm intervals to assess penetration depth
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

Rubber Dam Forceps

Suggested Manufacturer Brand Name: HU-FRIEDY, Model RDF OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- 17cm (6 ½”) rubber dam forceps
- Essential for efficient treatment
- Features as attachment design which makes it easy to pick up and place rubber dam clamps
- Made from German stainless steel
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

Rubber Dam Frame Adult 6”

Suggested Manufacturer Brand Name: HU-FRIEDY, Model RDAF6 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- U-Shaped frame used to hold rubber dam material in place for isolation
- 15cm/6" diameter
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

RESTORATIVE INSTRUMENTS:

#1 Woodson Composite/Plastic Filling Instrument with Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model PFIWDS16 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Highly polished stainless-steel instrument used for composite placement and contouring
- May also be used to reflect and retract the mucoperiosteum after incisions of the gingival tissue
- 2.2mm and 3.8mm width
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

W1 Composite/Plastic Filling Instrument

Suggested Manufacturer Brand Name: HU-FRIEDY, Model PFIW1 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Anterior composite/plastic filling instrument
- Highly polished stainless-steel instrument used for composite placement and contouring
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

Excavator 17 with Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model EXC176 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used for the removal of carious dentin
- 1.2mm
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures

- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

Excavator 19 with Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model EXC196 OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Used for the removal of carious dentin
- 12.0mm
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

Burnisher 27/29 with Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model BB27/296 OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Used to blend materials for final contouring to achieve sculpting of areas like grooves, fissures or pits
- Can also be used to form occlusal anatomy
- 1.6 mm - 3.1 mm
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

Discoid-Cleoid Carver 3/6 with Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model CD3/66 OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Used to carve anatomical features and trim excess materials
- 3.0 mm working ends
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

Discoid-Cleoid Carver 89/92

Suggested Manufacturer Brand Name: HU-FRIEDY, Model CD89/926 OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Used to carve anatomical features and trim excess materials
- 100% high carbon chromium steel alloy

- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

Regular/Large CF1 Amalgam Carrier

Suggested Manufacturer Brand Name: HU-FRIEDY, Model AC5202 OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Double ended amalgam carrier tip used to carry and dispense amalgam filling materials
- CF® II SYNCOTE™ coating on amalgam carriers eliminates clogging, prevents abrasion of the barrel's inner surface and particles from interfering with dispensing action
- 2.8mm & 2.0mm
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

Amalgam Well WA

Suggested Manufacturer Brand Name: HU-FRIEDY, Model WA OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Stainless steel
- Removeable non-slip base ring
- Designed for easy amalgam handling

Black Condenser 1/2 with Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model PLG1/26 OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Non-serrated condenser used to pack filling materials into cavity preparations
- 1.5mm – 2.5mm
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

Spatula 24 with Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model CS46 OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- 44mm Spatula with flexible blade
- Used for mixing medium bodied cements and other materials into crowns or inlay/onlay preparations

- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

Articulating Paper Forceps APF2

Suggested Manufacturer Brand Name: HU-FRIEDY, Model APF2 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used for handling articulating paper
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Made of high quality stainless steel

SURGICAL INSTRUMENTS:

36/37 Rhodes Back-Action Chisel

Suggested Manufacturer Brand Name: HU-FRIEDY, Model C36/379, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Designed for use with pull stroke
- Ideal for removing bone adjacent to the tooth without causing trauma; useful on distal of last molars
- EverEdge technology which provides a superior cutting edge for increased clinician and patient comfort
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Curette Surgical, #87 Lucas

Suggested Manufacturer Brand Name: HU-FRIEDY, Model CL87 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Designed for curettage, cyst removal and tooth socket debridement
- Lucas 87 R/L Curette, designed with a long 20mm shank, large 3.5mm spoon shaped blades
- Designed with a large knurled hexagon handle to ensure secure instrument control
- Stainless steel
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Ergonomically designed handle

Kirkland Periodontal Knife 15/16

Suggested Manufacturer Brand Name: HU-FRIEDY, Model KK15/159 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- For initial bevel incision for gingivectomy or gingivectomy procedures
- For incisions that remove or recontour soft tissue
- Effect in retro-molar region, useful to excise interproximal tissue
- EverEdge technology which provides a superior cutting edge for increased clinician and patient comfort
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Buck Periodontal Knife 5/6 Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model KB5/66 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Buck 5/6 Periodontal Knife is designed with spear points for cutting interdentally after initial incision
- For incisions that remove or recontour soft tissue
- Useful to excise interproximal tissue
- Surgical grade stainless steel provides corrosion resistance and longevity
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

#21 Bone File Miller, Straight Cut

Suggested Manufacturer Brand Name: HU-FRIEDY, Model BF21, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Straight-cut bone file used for final smoothing of bone
- 100% high carbon chromium steel alloy
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

1S/2S Sugarman Periodontal File Satin Steel Handle

Suggested Manufacturer Brand Name: HU-FRIEDY, Model FS1/2S6 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used interproximally, periodontal bone files provide efficiency for both push and pull actions
- For removal of granulation tissue in suprabony and intrabony pockets or to recontour interproximal bone
- Surgical grade stainless steel provides corrosion resistance and longevity
- Subject to corrosion testing as part of quality control measures

- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Curved Hemostat, Halstead Mosquito

Suggested Manufacturer Brand Name: HU-FRIEDY, Model H3, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Multipurpose instrument used to clamp off blood vessels, remove small root tips and grasp loose objects
- 12cm (4")
- 100% high carbon chromium steel alloy
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

#34 Seldin Straight Elevator

Suggested Manufacturer Brand Name: HU-FRIEDY, Model E34, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used to loosen the tooth from the periodontal ligament and ease extraction
- Elevators with textured finger facets on handle for stronger grip
- Shank reinforced inside handle for greater strength
- Surgical grade stainless steel provides corrosion resistance and longevity
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

#301 Apexo Elevator

Suggested Manufacturer Brand Name: HU-FRIEDY, Model E301 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used to loosen the tooth from the periodontal ligament and ease extraction
- Designed for displacement of deeply seated roots
- Elevators with textured finger facets on handle for stronger grip
- Shank reinforced inside handle for greater strength
- Surgical grade stainless steel provides corrosion resistance and longevity
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

#44 Cryer Elevator, Small

Suggested Manufacturer Brand Name: HU-FRIEDY, Model E44 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- For use in removing broken roots in the tooth socket when the adjacent socket is empty
- Triangular shaped, paired left and right

- Elevators with textured finger facets on handle for stronger grip
- Shank reinforced inside handle for greater strength
- Surgical grade stainless steel provides corrosion resistance and longevity
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

#45 Cryer Elevator, Small

Suggested Manufacturer Brand Name: HU-FRIEDY, Model E45 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- For use in removing broken roots in the tooth socket when the adjacent socket is empty
- Triangular shaped, paired left and right
- Elevators with textured finger facets on handle for stronger grip
- Shank reinforced inside handle for greater strength
- Surgical grade stainless steel provides corrosion resistance and longevity
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

#92 Serrated Elevator

Suggested Manufacturer Brand Name: HU-FRIEDY, Model E92 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used to loosen the tooth from the periodontal ligament and ease extraction
- Angled to provide better access
- Serrations add additional “bite” to the sides of the elevator to enhance manipulation of the tooth during extraction
- Elevators with textured finger facets on handle for stronger grip
- Shank reinforced inside handle for greater strength
- Surgical grade stainless steel provides corrosion resistance and longevity
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

#9 Molt Periosteal Elevator

Suggested Manufacturer Brand Name: HU-FRIEDY, Model P9 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Designed for reflecting and retracting the mucoperiosteum after incisions of the gingival tissue
- #9 is designed with a large knurled hexagon handle to ensure secure instrument control
- Stainless steel
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Ergonomically designed handle

#23 Seldin Periosteal Elevator

Suggested Manufacturer Brand Name: HU-FRIEDY, Model P23 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Designed for reflecting and retracting the mucoperiosteum after incisions of the gingival tissue
- Stainless steel
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Ergonomically designed handle

13/14 Heidbrink Elevator

Suggested Manufacturer Brand Name: HU-FRIEDY, Model EHB13/14 OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Designed for delicate root teasing procedures in difficult to reach areas
- For upper and lower anterior teeth
- Shank reinforced inside handle for greater strength
- Surgical grade stainless steel provides corrosion resistance and longevity
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Retractor, Minnesota

Suggested Manufacturer Brand Name: HU-FRIEDY, Model CRM, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used to hold mucoperiosteal flaps, cheeks, lips and tongue away from the surgical area
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Rongeurs Blumenthal Standard 30⁰

Suggested Manufacturer Brand Name: HU-FRIEDY, Model RBL, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used for trimming and recontouring alveolar bone and gross tissue removal
- 100% high carbon chromium steel alloy
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Type A Anesthetic Aspirating Syringe

Suggested Manufacturer Brand Name: HU-FRIEDY, Model SYRA, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used to inject local anesthetic during dentistry
- Standard (large) thumb ring, regular plunger length with harpoon to apply negative pressure (aspiration) to ensure safe delivery of anesthetic into tissues and not vessels
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

9 Dean Scissors, Serrated

Suggested Manufacturer Brand Name: HU-FRIEDY, Model S9, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used for trimming tissue or cutting suture
- Opposing blade finished with fine serrations to avoid tissue slippage
- High tempered stainless steel
- 16.5cm (6")
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

17 Iris Scissors, Straight Delicate

Suggested Manufacturer Brand Name: HU-FRIEDY, Model S17, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used for trimming tissue or cutting sutures
- 11.5cm (4 ½)
- High tempered stainless steel
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Crown & Gold Scissors, Curved

Suggested Manufacturer Brand Name: HU-FRIEDY, Model SCGC, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Used for trimming the edges of stainless steel or gold
- 14.5cm (5 ¾")
- High tempered stainless steel
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Hegar-Baumgartner Needle Holder, Perma Sharp

Suggested Manufacturer Brand Name: HU-FRIEDY, Model NH5032, OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Perma Sharp needle holder used to grasp and guide the needle while suturing
- Features a multi-position ratchet that provides controlled grip pressure and smooth grip release
- 11.5cm (4 ½")
- Recommended suture sizes: 3-0, 4-0, 5-0
- Tungsten carbide inserts with a ground pyramidal profile to assure a positive needle grip
- Surgical stainless steel
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Crile-Wood Needle Holder, Perma Sharp

Suggested Manufacturer Brand Name: HU-FRIEDY, Model NH5038, OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Perma Sharp needle holder used to grasp and guide the needle while suturing
- Features a multi-position ratchet that provides controlled grip pressure and smooth grip release
- 15cm (6")
- Recommended suture sizes: 3-0, 4-0, 5-0
- Tungsten carbide inserts with a ground pyramidal profile to assure a positive needle grip
- Surgical stainless steel
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Crile-Wood Grooved Needle Holder

Suggested Manufacturer Brand Name: HU-FRIEDY, Model NHCW, OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Used to grasp and guide the needle while suturing
- Features a multi-position ratchet that provides controlled grip pressure and smooth grip release
- 15cm (6 ¼")
- Recommended suture sizes: 3-0, 4-0, 5-0, 6-0
- 100% high carbon chromium steel alloy
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Goldman-Fox Tissue Nippers

Suggested Manufacturer Brand Name: HU-FRIEDY, Model NIPS OR EQUIVALENT
as follows:

Specifications/Salient Characteristics

- Compact, sharp nippers with smooth action for accentuating interproximal gingival contour during soft tissue surgery
- For removal of granulation tissue in suprabony and intrabony pockets or to recontour interproximal bone
- Invaluable aid for blending two or more surgical procedures within a surgical site
- Surgical grade stainless steel provides corrosion resistance and longevity
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Forceps, Adson-Brown Tissue Pliers 7 x 7 Teeth

Suggested Manufacturer Brand Name: HU-FRIEDY, Model TP43, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Tissue forceps/pliers used to grasp and stabilize soft tissue during suturing
- 12cm (4 $\frac{3}{4}$ "")
 - 100% high carbon chromium alloy
 - Subjected to corrosion testing as part of quality control measures
 - Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

ORTHO:**How Pliers**

Suggested Manufacturer Brand Name: HU-FRIEDY, Model 678-203, OR EQUIVALENT as follows:

Specifications/Salient Characteristics

- Versatile utility pliers with serrations, accommodating wires up to .030" (.76mm)
- Useful for placement and removal of archwires, pins and other auxiliaries
- Serrated tips
- 100% high carbon chromium alloy
- Made from forged steel, to increase strength and durability
- Satin Finish shows less wear and tear than a polished finish and reduces light reflection
- Orbit Formed Joint or 50/50 joint providing superior strength, smooth functionality and true alignment without shims
- Proprietary insert material, brazing and heat treat process for cutter which minimizes the insert separating from cutter body
- Ten-year warranty on benders and utility pliers, seven year warranty on cutters with the exception of the Slim Flush Cut and Hold Distal End Cutter which is three years
- Compatible with all methods of sterilization including steam autoclave
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

CASSETTES:

5 Instrument Exam Cassette

Suggested Manufacturer Brand Name: HU-FRIEDY, Model IM6052 OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Holds 5 dental instruments
- Exterior dimensions 3" x 8" x 1.25" (76mm x 203mm x 32mm)
- Manufactured from medical grade stainless steel
- Subjected to corrosion testing as part of quality control measures
- Electro-polished to provide a chromium oxide surface layer for corrosion resistance
- Smooth rounded corners to minimize tearing or puncture of sterilization wrap and bags
- 37% flow through hole patten for thorough cleaning and sterilization
- White Silicone rails
- Instrument must be held in place for safe handling and longevity of instruments
- Four-year warranty on cassette
- One-year warranty on silicone rails

Space-Saver 7 Instrument Exam Cassette

Suggested Manufacturer Brand Name: HU-FRIEDY, Model IMSS72 OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Holds 7 dental instruments
- Compact dimensions help to minimize space constraints in processing equipment
- Exterior dimensions 4.5" x 8" x 1" (104mm x 203mm x 25mm)
- Manufactured from medical grade stainless steel
- Subjected to corrosion testing as part of quality control measures
- Electro-polished to provide a chromium oxide surface layer for corrosion resistance
- Smooth rounded corners to minimize tearing or puncture of sterilization wrap and bags
- 37% flow through hole patten for thorough cleaning and sterilization
- White Silicone rails
- Instrument must be held in place for safe handling and longevity of instruments
- Four-year warranty on cassette
- One-year warranty on silicone rails

Large, 10 Instrument Exam Cassette

Suggested Manufacturer Brand Name: HU-FRIEDY, Model IM5108 OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Holds 10 dental instruments
- Exterior dimensions 5.5" x 8" x 1.25" (140mm x 203mm x 32mm)
- Manufactured from medical grade stainless steel

- Subjected to corrosion testing as part of quality control measures
- Electro-polished to provide a chromium oxide surface layer for corrosion resistance
- Smooth rounded corners to minimize tearing or puncture of sterilization wrap and bags
- 37% flow through hole patten for thorough cleaning and sterilization
- Blue Silicone rails
- Instrument must be held in place for safe handling and longevity of instruments
- Four-year warranty on cassette
- One-year warranty on silicone rails

Large, 12 Instrument Cassette

Suggested Manufacturer Brand Name: HU-FRIEDY, Model IM4123 and IM4125 OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Holds 12 dental instruments with large accessory area
- Exterior dimensions 8" x 11" x 1.25" (203mm x 280mm x 32mm)
- Manufactured from medical grade stainless steel
- Subjected to corrosion testing as part of quality control measures
- Electro-polished to provide a chromium oxide surface layer for corrosion resistance
- Smooth rounded corners to minimize tearing or puncture of sterilization wrap and bags
- 37% flow through hole patten for thorough cleaning and sterilization
- Part Code IM4123 Orange Silicone rails/Part Code IM4125 Yellow Silicone rails
- Hinged instrument clips
- Instrument must be held in place for safe handling and longevity of instruments
- Four-year warranty on cassette
- One-year warranty on silicone rails

Oral Surgery Signature Series Cassette

Suggested Manufacturer Brand Name: HU-FRIEDY, Model IMOS209 OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Holds 20 instruments, 3 hinged instruments in the lid and a separate accessory area
- Has a built-in needle cap holder and a slot for winged syringe
- Exterior dimensions 8" x 14.5" x 1.25" (203mm x 368mm x 32mm)
- Manufactured from medical grade stainless steel
- Subjected to corrosion testing as part of quality control measures
- Electro-polished to provide a chromium oxide surface layer for corrosion resistance
- Smooth rounded corners to minimize tearing or puncture of sterilization wrap and bags
- 37% flow through hole patten for thorough cleaning and sterilization
- Green Silicone rails
- Instrument must be held in place for safe handling and longevity of instruments
- Four-year warranty on cassette
- One-year warranty on silicone rails

Oral Surgery Signature Series Cassette

Suggested Manufacturer Brand Name: HU-FRIEDY, Model IMOS11 OR EQUIVALENT
as follows:

Specifications/Salient Characteristics:

- Holds 12 instruments, 4 elevators, 3 hinged instruments in the lid and a separate accessory area
- Has a built-in needle cap holder and a slot for winged syringe
- Exterior dimensions 8" x 14.5" x 1.25" (203mm x 368mm x 32mm)
- Manufactured from medical grade stainless steel
- Subjected to corrosion testing as part of quality control measures
- Electro-polished to provide a chromium oxide surface layer for corrosion resistance
- Smooth rounded corners to minimize tearing or puncture of sterilization wrap and bags
- 37% flow through hole pattern for thorough cleaning and sterilization
- Red Silicone rails
- Instrument must be held in place for safe handling and longevity of instruments
- Four-year warranty on cassette
- One-year warranty on silicone rails

INSTRUMENT MANAGEMENT/ACCESSORIES:

A/W Syringe Tip Clip

Suggested Manufacturer Brand Name: Hu-Friedy; Model IM1005 or Equivalent

Specifications/Salient Characteristics

- Air/Water syringe clips are designed to fit large and small cassettes
- Hold air/water syringe tips in place in cassette
- 100% high carbon chromium steel alloy
- Subjected to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

Hinged Instrument Clips; Pack 2

Suggested Manufacturer Brand Name: HU-FRIEDY, Model IM1000 OR EQUIVALENT as follows:

Specifications/Salient Characteristics:

- Secures scissors, hemostats, needled holders and air/water syringes in lid of cassette
- 100% high carbon chromium steel alloy
- Subject to corrosion testing as part of quality control measures
- Triple tempered for tensile strength and ductility and greater resistance to wear, fracture or corrosion

DELIVERY:

1. Contractor shall deliver all equipment to the W. G. Hefner VA Medical Center; 1601 Brenner Ave; Salisbury, NC 28144. Delivery date provided on each delivery order.
2. Deliver materials to job in manufacturer's original sealed containers with brand name thereon.
3. Package to prevent damage or deterioration during shipment, handling or storage.
4. Maintain and protect covering in place and in good repair until delivery is necessary.
5. Any Government requested delayed delivery up to 90 days after initial award delivery date, shall be at no additional cost to the Government.
6. A pre-delivery meeting will be conducted 60 days prior to initial awarded delivery date for verification of the delivery and installation dates

WARRANTY:

The contractor shall provide all manufacturer's warranty with products upon delivery

B.4 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DELIVERY DATE
0001-0101	SHIP TO: WG (Bill) Hefner VA Medical Center 1601 Brenner Ave Salisbury, NC 28144 USA	
	MARK FOR: Cheryl Bean (704) 638-9000 EXT 13235 Cheryl.Bean@va.gov	

SECTION C - CONTRACT CLAUSES

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

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

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

C.2 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

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

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government

contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

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

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of Clause)

C.3 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)

C.4 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

C.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of North Carolina. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.7 VAAR 852.246-70 GUARANTEE (JAN 2008)

The contractor guarantees the equipment against defective material, workmanship and performance for a period of one (1) year, 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)

C.8 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)

C.9 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

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

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

- ☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (v) Alternate IV (NOV 2016) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program 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 (OCT 2016) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☐ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

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

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

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

☐ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

☐ (37)(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.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (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.)

☐ (40)(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.

☐ (41)(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.

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

☐ (43)(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.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (49)(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.
- ☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 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).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☒ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (62)(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).

Employee Class

Monetary Wage-Fringe Benefits

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

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

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

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

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 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.

(xxiii) 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 E - SOLICITATION PROVISIONS

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:

E.1 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016

E.2 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION (JAN 2017)

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

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign 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.

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

(d) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

E.3 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JUL 2016)(DEVIATION)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database (<https://www.vip.vetbiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<https://www.vip.vetbiz.gov>).

(End of Provision)

(End of Addendum to 52.212-1)

E.4 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:

1. Price

2. Technical

Technical and past performance, when combined, are less important.

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

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

(End of Provision)

E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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

Administrative merits determination means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Arbitral award or decision means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Civil judgment means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

DOL Guidance means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

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.

Enforcement agency means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

- (1) Department of Labor Wage and Hour Division (WHD) for—
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
 - (i) Title VII of the Civil Rights Act of 1964;

- (ii) The Americans with Disabilities Act of 1990;
- (iii) The Age Discrimination in Employment Act of 1967; and
- (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

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).

Labor compliance agreement means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

Labor laws means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only Equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

Labor law decision means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

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.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD,

GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[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.

(1) *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 (1)(3) through (1)(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 unique entity identifier 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.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

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

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

- (1) The labor law violated.
- (2) The case number, inspection number, charge number, docket number, or other unique identification number.
- (3) The date rendered.
- (4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly

rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)