

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 55		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER <b>VA255-15-Q-0859</b>		
						6. SOLICITATION ISSUE DATE 07-24-2015		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Buell, Larry A    larry.buell@va.gov			b. TELEPHONE NO. (No Collect Calls) (913) 946-1961		8. OFFER DUE DATE/LOCAL TIME <b>08-06-2015 4:00 CDT</b>	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street  Leavenworth KS 66048				CODE 00255		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 721110 SIZE STANDARD: \$32.5 Million		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" 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		
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO Department of Veterans Affairs Department of Veterans Affairs NCO 15 Contracting 3450 S 4th Street Leavenworth KS 66048				CODE 00255		16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office (NCO) 15 3450 S 4th Street  Leavenworth KS 66048		
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center http://www.fsc.va.gov/einvoice.asp  Austin TX PHONE: 877-353-9791    FAX: 512-460-5429		CODE 00255		
TELEPHONE NO.		DUNS:		DUNS+4:				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
				23. UNIT PRICE		24. AMOUNT		
		<b>LODGING SERVICE FOR BENEFICIARIES of the Marion IL VA Medical Center and Evansville IN Health Care Center</b>  1) Furnish fully furnished hotel/motel rooms with standard amenities including shuttle service and no-cost breakfast, to eligible beneficiaries of the Dept. of Veterans Affairs per the attached Statement of Work, terms and conditions. 2) The Government anticipates awarding a one (1) year contract with four (4) one (1) year option periods. 3) Detailed instructions for submitting a quotation are provided in section E.1. 4) Award will be Best Value and will consider technical capabilities, past performance and price. Award will be by location (Marion IL & Evansville IN) or a combination of the two locations, whichever is determine to be the best value to the government. 5) This solicitation is a 100% Small Business set-aside.  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA    See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 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"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input 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				<input type="checkbox"/> 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) LARRY A BUELL NCO1515L2-3827		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.)

(a). CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

(1). CONTRACTOR:

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DUNS:

Tax Identification Number (TIN):

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Contact person name:

Contact person email:

Contact person telephone:

Contact person fax:

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(2). GOVERNMENT:

DEPT. OF VETERANS AFFAIRS  
Veterans Health Administration  
Network Contracting Office (NCO) 15  
3450 S 4<sup>th</sup> St. Trafficway  
Leavenworth KS 66048

(b). 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 Central Contractor Registration, or  
☐ 52.232-36, Payment by Third Party

(c). INVOICES: Invoices shall be submitted:

- (1). Quarterly ☐  
(2). Semi-Annually ☐  
(3). Other ☒ – Monthly, in arrears for services furnished during the previous month. Invoice must specify Contract Line Item Number (CLIN), quantity furnished and date furnished.

(d). GOVERNMENT INVOICE ADDRESS:

- (1). 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  
<http://www.fsc.va.gov/einvoice.asp>  
Austin TX

- (2). The contractor shall submit original invoices in proper electronic format to the Financial Services Center (FSC). Facsimile, e-mail, and scanned documents are not acceptable forms

of submission for payment requests. Proper electronic format means an automated system transmitting information electronically according to the accepted electronic data transmission methods below:

- (A). VA's Electronic Invoice Presentment and Payment System – The FSC uses a third-party contractor, Tungsten, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten-network.com/US/en/veterans-affairs/> to begin submitting electronic invoices, free of charge.
- (B). A system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) chartered by the American National Standards Institute (ANSI).  
The X12 EDI Web site (<http://www.x12.org>).
- (C). Vendor e-Invoice Set-Up Information: Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:
  - (i). Tungsten e-Invoice Setup Information: 1-877-489-6135
  - (ii). Tungsten e-Invoice email: [VA.Registration@Tungsten-Network.com](mailto:VA.Registration@Tungsten-Network.com)
  - (iii). FSC e-Invoice Contact Information: 1-877-353-9791
  - (iv). FSC e-invoice email: [vafscscshd@va.gov](mailto:vafscscshd@va.gov)

(e). REFERENCE NUMBERS: Please reference both the contract number (to be assigned) and the obligation number (to be assigned) on all correspondence and invoices. If contract option years are exercised, new obligation numbers will be issued and identified on the contract modification document.

(f). AUTHORIZATIONS:

(1). The Contracting Officer (CO) named in Section (a) above is responsible for the overall administration of this contract. Only the CO has the authority to make changes which affect:

- (A). Contract prices,
- (B). Quality,
- (C). Quantities, or
- (D). Delivery terms and conditions.

(2). Contracting Officer Representatives (COR) and Alternate Contracting Officer's Representatives (Alt-COR) may be assigned to this contract. The COR and Alt-COR shall be provided specific written delegated authority by the CO, a copy of which will be provided to the Contractor.

(g). CHANGES TO THE CONTRACT: No individual or activity has authority to ADD, DELETE, CHANGE, OR MODIFY this order except by the CO or by written authority specifically delegated by the CO.

(h). CONTRACT TIME PERIOD:

(1). The base contract period shall commence **September 01, 2015** and expire **August 31, 2016**.

(2). At the discretion of the government, and in accordance with 52.217-9, Option to Extend the Term of the Contract, the contract may be extended four (4) one (1) year periods. Notice of an

extension must be served in writing by the VA prior to the scheduled expiration date. An extension may be exercised subject to the continued acceptable performance and responsibility of the Contractor, the continued requirement for services, and the availability of funds.

(i). FAR 52.222-41 SERVICE CONTRACT ACT OF 1965: The Contracting Officer has determined that the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*) will apply to this contract.

(j). LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011). This solicitation includes VAAR Clause 852.219-11 – VA Notice of Total Veteran-Owned 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.

(k). SUBCONTRACTING COMMITMENTS--MONITORING AND COMPLIANCE (JUN 2011). This solicitation includes VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, and VAAR 852.215-71, Evaluation Factor Commitments. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing contractor compliance with the subcontracting commitments incorporated into the contract. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding contract compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting commitments

#### (l) CERTIFICATIONS:

(1). As required by Section E.3 FAR clause 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY

CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (MAR 2012), please mark your response to the question below:

The offeror **does** ☐ **does not** ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2). As required by Section E.4 FAR clause 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2014), please mark your response to the question below:

The offeror ☐ **has** ☐ **does not** have current active Federal contracts and grants with total value greater than \$10,000,000.

(3). As required by section E.14 FAR clause 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAY 2014), if you have completed the annual representations and certifications electronically via <http://www.acquisition.gov> please mark your response and complete the following:

FAR 52.212-3 (b) (2) - The offeror ☐ has ☐ has not 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** \_\_\_\_\_

(m). ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the solicitation numbered and dated as follows:

AMENDMENT NUMBER	DATE

## B.2 PRICE SCHEDULE

PLEASE NOTE: The resulting contract will be for an indefinite quantity of services. The quantities specified in this Price Schedule are ESTIMATED NUMBERS for budget and evaluation purposes and as such there is no guarantee made or implied as to the number of items the contractor may actually be required to furnish.

ITEM #	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QTY	UNIT	UNIT PRICE	AMOUNT
0001	LODGING SERVICES FOR MARION, IL, per the attached Statement of Work, terms and conditions. Price per night. Contract Period: Base POP Begin: 09-01-2015 POP End: 08-31-2016	868.00	Night		
0002	LODGING SERVICES FOR Evansville, IN, per the attached Statement of Work, terms and conditions. Price per night. Contract Period: Base POP Begin: 09-01-2015 POP End: 08-31-2016	350.00	Night		
1001	Marion IL Contract Period: Option 1 POP Begin: 09-01-2016 POP End: 08-31-2017	921.00	Night		
1002	Evansville IN Contract Period: Option 1 POP Begin: 09-01-2016 POP End: 08-31-2017	361.00	Night		
2001	Marion IL Contract Period: Option 2 POP Begin: 09-01-2017 POP End: 08-31-2018	948.00	Night		
2002	Evansville IN Contract Period: Option 2 POP Begin: 09-01-2017 POP End: 08-31-2018	371.00	Night		
3001	Marion IL Contract Period: Option 3 POP Begin: 09-01-2018	977.00	Night		



POP End: 08-31-2019					
<b>3002</b>	Evansville IN Contract Period: Option 3 POP Begin: 09-01-2018 POP End: 08-31-2019	382.00	Night	_____	_____
<b>4001</b>	Marion IL Contract Period: Option 4 POP Begin: 09-01-2019 POP End: 08-31-2020	1,006.00	Night	_____	_____
<b>4002</b>	Evansville IN Contract Period: Option 4 POP Begin: 09-01-2019 POP End: 08-31-2020	394.00	Night	_____	_____
				<b>GRAND TOTAL</b>	

## B.3 STATEMENT OF WORK (SOW)

### (a). GENERAL INFORMATION

- (1). Authority: These services are being acquired in accordance with FAR subpart 8.405 – Ordering Procedures for Federal Supply Schedules.
- (2). Title of Project: Lodging Services for the beneficiaries of the Marion IL VA Medical Center and the Evansville IN VA Health Care Center
- (3). Scope of Work: The Contractor shall provide all resources necessary to accomplish the deliverables described in this statement of work, except as may otherwise be specified.
- (4) Location: Contract deliverables are to be furnished at the Contractor's commercial lodging facility that is located within a five (5) mile radius of the following VA facilities:

(A). Dept. of Veteran's Affairs  
Marion VA Medical Center  
2401 West Main St.  
Marion IL 62959-1188

(B). Dept. of Veteran's Affairs  
Evansville VA Health Care Center  
6211 E Waterford Blvd.  
Evansville IN 47715

- (5). Background information: The services required by this solicitation for the Marion IL VA Medical Center were previously provided by Drury Inn of Marion. Option year four (4) usage of the previous contract was approximately eight hundred and sixty-eight (868) person nights. It is anticipated that this volume of usage will continue and the quantity projected in Section B.2 – Price Schedule is based upon an approximate 3% increase per year. Lodging services for the Evansville IN Health Care Center was not included in the previous contract so no historical data is available. It is estimated that approximately three hundred and fifty (350) person nights will be required and the quantity projected in Section B.2 – Price Schedule is based upon an approximate 3% increase per year.
- (6). Performance Period: The Contractor shall begin the work required under this SOW commencing with the effective date of award, unless otherwise directed by the Contracting Officer (CO), and shall provide the required services until the date of contract expiration.
- (7). Type of Contract: Firm-Fixed-Price, indefinite quantity.
- (8). Extension of Contract: This contract may be extended for up to four (4) one (1) year option periods at the discretion of the government, in accordance with FAR 52.217 9, Option to Extend the Term of the Contract.

- (b). CONTRACT AWARD MEETING. The Contractor shall not commence performance on the tasks in this SOW until the CO has conducted a kick off meeting, or has advised the Contractor that a kick off meeting is waived.

### (c). SERVICES TO BE PROVIDED.

- (1). Contractor shall furnish rooms to VA beneficiaries as referred by authorized personnel of the VA Medical Center, Marion, IL or Evansville Health Care Center (EHCC), Evansville, IN. The contractor shall furnish all standard supplies/services included as minimum room requirements. Lodging shall be provided in accordance with Attachment I (Criteria for Eligibility for Temporary Lodging or Hoptel) to accommodate those beneficiaries receiving medical care who may have to travel long distances for evaluation the day before or the day after treatment received. Only medically stable beneficiaries who would normally be discharged to their home will be considered for lodging.
- (2). Room requirements:
  - (A). Nightly room prices, as quoted in the Schedule, shall include all fees and applicable taxes and any other no-charge services offered to guests such as shuttle service and continental breakfast. Rates shall not include sales tax. The Dept. of Veterans Affairs (VA) is a Federal agency and therefore exempt from paying sales tax. Room rates offered shall be Single Occupancy, and shall provide a minimum of two (2) double beds. The VA beneficiary shall be allowed one caregiver/driver/attendant to stay in the same room with the beneficiary, at the single occupancy rate when pre-authorized by the VA. Any additional occupants are the responsibility of the beneficiary and shall not lodge at VA expense.
  - (B). Contractor shall reserve eight (8) rooms for the VA Medical Center, Marion, IL and four (4) rooms for the EHCC, Evansville, IN, at the applicable rates, Sunday through Friday each week for beneficiaries from either site accordingly that are deemed eligible for temporary Lodging or Hoptel services by VA staff. Additional rooms may be reserved by the VA at the same rates based on a space available basis. The Contractor will invoice for and be paid only for actual room nights occupied in accordance with the Section B.1 above.
  - (C). The fully furnished hotel/motel rooms shall include contractor provided utilities and other specified services. The hotel/motel rooms shall comply with all city, county and state building codes and ordinances applicable to the ownership and operation of the building in which the rooms are located. Rooms shall comply with the applicable NFPA (Fire) 101, 2003 or latest edition, Chapters 28/29 specifications and American with Disabilities Act (ADA) guidelines. All rooms shall be located in a single hotel or motel.
  - (D). Each room shall be on the ground floor, wheelchair accessible or be ADA compliant elevator serviced. Access to rooms shall be from interior hallways that are accessed directly from the front desk/elevator lobby area. There shall be no physical barriers.
  - (E.). The rooms shall be smoke-free unless requested otherwise by the beneficiary. Contractor personnel shall not smoke in the rooms at any time whether or not VA referred occupants are present.
  - (F). Contractor shall supply all utilities including heat, air conditioning, electricity, water and sewer, local telephone service (no deposit required), and basic television cable service.
- (3). Rooms shall be located in as reasonably quiet or tranquil part of the hotel/motel as possible.
  - (3). Room reservations: Room reservations, room occupancy and room payment will be on the following basis:
    - (A). The Contractor shall allow the occupancy of the room covered by this contract only upon the specific individual referral by authorized personnel of the VA Medical Center, Marion, IL or Evansville Health Care Center (EHCC), Evansville, IN. The VA will

inform the Contractor of each individual's name and the arrival date at the Contractor's facility. Stays will be limited to one night unless additional nights are specifically authorized by the VA.

(B). Services shall be furnished Sunday through Friday evenings for beneficiaries of the VA Medical Center, Marion, IL or Evansville Health Care Center (EHCC), Evansville, IN . The Contractor shall use its existing check in and checkout times.

(C). Federal Holidays: Ten holidays observed by Federal Government are listed below plus any other day specifically declared by the President of the United States:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(D). The VA personnel authorized to place beneficiaries with the Contractor and resolve conflicts are the Program Manager Health Administration Service, Registration Staff, and Administrative Officer of the Day (AOD). They can be reached 8 a.m. to 4:30 p.m., Monday through Friday at Marion 618-997-5311 extension 54108 or 55608 and at Evansville 812-465-6202 extension 73707, 73709 or 73708. After hours, weekends and holidays, the AOD can be reached at 618-997-5311 extension 54397 or push "0".

(E). The authorized dates and length of stay will be documented on a written hotel voucher issued by the authorized VA personnel. The voucher will be presented to the Contractor by the VA referred beneficiary at the time of check-in. In the event that a VA referred beneficiary refuses to vacate the room, the Contractor shall immediately notify authorized personnel. Also, in the event that a VA referred beneficiary checks out of the facility without prior notice from the VA, the Contractor shall immediately notify the authorized personnel at the VA.

(F). The Contractor shall submit an itemized invoice to the VA for payment for actual room nights furnished during the month, Invoices are due by the 15<sup>th</sup> of the month following previous month's services.

(i). The invoice shall contain the contract number, name of beneficiary and dates of lodging.

(ii). Individual VA authorization vouchers must be retained by the Contractor until after payment for each voucher has been received.

(4). Beneficiary emergencies: In the event a VA referred beneficiaries in an emergency situation of any kind, the Contractor shall contact the 911 emergency medical services to respond to the emergency. Once the emergency has been resolved the Contractor shall notify the authorized personnel at the VA of the situation.

(5). Room maintenance: Daily room maintenance shall comply with all Federal, State and local laws and commercial standards (Reference FAR 52.212-4(q)).

(d). GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS:

(1). Heating and Cooling Requirements shall be in compliance with ADA and/or State of Illinois or Indiana Laws accordingly.

- (A). All cooling and heating devices and appliances, including but not limited to furnaces, fireplaces, electrical baseboard heaters and water heaters, shall be an approved type in good and safe working order and shall meet all installation and safety codes.
- (B). Contractor shall maintain all appliances and utility systems. This shall include the cleaning or replacement of air filters for both the heating system (providing the heating system is a forced hot air heating system) and for the cooling system every 30 calendar days.
- (2). Electrical and Lighting Requirement shall be in compliance with ADA and/or State of Illinois or Indiana Laws accordingly.
- (3). All electrical equipment, wiring and appliances shall be of an approved type, in good and safe working order and shall meet all installation and safety codes.
- (4). Sanitation Requirements: All plumbing fixtures shall be trapped and vented and connected to an approved sanitary sewer. All sanitary facilities, fixtures, equipment, structures and premises shall be of an approved type, in safe and sanitary condition and in good working order and meet all installation and safety codes.
- (5). Telephone Service Requirements:
  - (A). Contractor shall provide local area, touch tone, telephone service (no deposit required) for each room. The telephone service shall be capable of long distance telephone service when long distance calls are placed using a telephone calling card or other telephone charge method. The VA will not be charged for and will not pay for any long distance calls unless prior approval is obtained from the VA.
  - (B). Contractor shall provide one telephone in each room.
  - (C). Telephone service shall be equipped with voice messaging system or front desk message service.
- (6). Fire Safety:
  - (A). Buildings in which space is offered shall be evaluated in accordance with latest editions of the NFPA 101, LIFE SAFETY CODE and AMERICAN DISABILITIES ACT (ADA).
  - (B). Equipment, services, or utilities furnished and activities of other occupants shall be free of safety, health, and fire hazards. When hazards are detected, the contractor shall promptly correct hazards.
  - (C). Maintenance of contractor-owned fire extinguishers shall be provided by the contractor in accordance with NFPA Standard No. 101.
  - (D). As required by code, smoke detectors/alarms shall be installed in each room, office, storage area, hallways and other common areas.
- (7). Wheelchair Accessibility: Common areas such as hallways shall provide for accessible path of travel for wheelchairs.
- (8). Elevators: If elevators are a part of the building, they shall conform to the latest requirements of the American National Standard A171 and A171a Safety Code for Elevators, except for elevator emergency recall and shall be inspected and maintained in accordance with

American National Standard A17.1, Inspector's Manual for Elevators or equivalent local code. The elevators shall also comply with local codes and ordinances.

- (9). Miscellaneous: No activity to the building and/or grounds that would cause an increase in dust, dirt or spores to be airborne (i.e., renovation to the building, movement of earth on the grounds) shall take place without the contractor's written notification to the VA at least seven (7) calendar days in advance of the event.
  - (10). The lodging facility must be compliant with the requirements of the Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) (15 U.S.C. 2201 et.seq.) and is listed on the US Fire Administration Hotel and Motel National Master List found at <http://www.usfa.fema.gov/hotel/search.cfm> and the System for Award Management (SAM) database found at <https://www.sam.gov/portal/public/SAM/> or by calling 1-866-606-8220. In addition, the lodging facility must be compliant with the requirements of the Americans with Disabilities Act (Public Law 101-336) (42 U.S.C. 1210 et.seq.).
- (e). INSPECTION AND ACCEPTANCE: The VA reserves the right to conduct an inspection of the lodging facility(ies) by a team of VA contract and safety team members at any time before and after contract award and during the term of the contract to ensure a safe and healthy environment for the VA referred beneficiaries. The Contractor will be provided appropriate notice prior to such inspection. See FAR 52.212-4 for additional Government rights and inspection requirements and Attachment II (Hotel/Motel Evaluation Checklist).
- (f). GENERAL CONTRACT REQUIREMENTS:
- (1). Service Contract Act: The McNamara-O'Hara Service Contract Act of 1965 (SCA), codified at 41 U.S.C. §§ 351–358, requires contractors and subcontractors performing services on covered federal or District of Columbia contracts in excess of \$2,500 to pay service employees in various classes no less than the monetary wage rates and to furnish fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement. Safety and health standards also apply to such contracts. Applicable Wage Determinations are provided as attachment (4) to this solicitation and will be applicable to the resulting contract.
  - (2). Liability and Insurance Coverage:
    - (A). Insurance coverage is a condition precedent to award of a contract. In general, a successful offeror must present satisfactory evidence of full compliance with State and Local requirements, or those below stipulated, whichever are greater. More specifically, workman's compensation and employer's liability coverage will conform to applicable State law requirements for the service contemplated, whereas general liability and automobile liability of comprehensive type, shall in the absence of higher statutory minimums, be required in the amounts per vehicle used of not less than \$200,000 per person and \$500,000 per occurrence for property damage. State approved sources of insurance coverage ordinarily will be deemed acceptable to the Department of Veterans Affairs installation, subject to timely certifications by such sources of the types and limits of the coverage afforded by the sources.
    - (B). Before commencing work under the contract, the contractor shall furnish to the Contracting Officer (CO) a certificate of insurance indicating the coverage outlined above containing an endorsement to the effect that cancellation of or any material change in the policies which adversely affect the interests of the VA in such insurance shall not be effective unless a 30-day advance written notice of cancellation or change is furnished the Contracting Officer.

(3). Required registration with Contractor Performance Assessment Reporting System (CPARS):

- (A). As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed \$150,000, and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Seal Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past
- (B). Performance Information Retrieval System (PIRS) database, which is available to all Federal agencies. PIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PIRS. CPARS also includes access to the federal awardee performance and integrity information system (FPIIS). FPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.
- (C). Each Contractor whose contract award is estimated to exceed \$150,000 is required to register with CPARS database at the following web address: [www.cpars.csd.disa.mil](http://www.cpars.csd.disa.mil). Help in registering can be obtained by contacting Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690. Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the Contractor's registered representative.
- (D). For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have thirty days to submit any comments and re-assign the report to the VA contracting officer.
- (E). Failure to have a current registration with the CPARS database, or to re-assign the report to the CO within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond.

(4). IT SECURITY REQUIREMENTS. Specific training and certification requirements for Contractor personnel for the viewing, handling or storage of confidential information are not applicable to this contract.

(5) Attachments to the solicitation (contained in Section D of the solicitation):

- (A). Attachment (1) – Criteria for Eligibility for Temporary Lodging or Hoptel. Is furnished to provide offerors and the contractor information concerning the eligibility criteria for the beneficiaries who will be furnished lodging through the contract.
- (B). Attachment (2) – Hotel/Motel Evaluation Checklist. Is furnished to provide offerors and the contractor a listing of the health and safety items that will be inspected at the offered facility prior to acceptance of an offer and that will be used to randomly inspect the contractor's facility during the course of the contract.

(C). Attachment (3) - ACH Vendor/Miscellaneous Payment Enrollment Form. Is to be used by the contractor to establish a payment account within the VA's accounting and payment system. The contractor's W9 form must accompany the submission of the form. This form will not be applicable if the contractor already has an account established.

(D). Attachment (4) – Wage Determinations Attached by Reference. Provides reference to, and a WEB link that can be used to access a full copy of, the Dept. of Labor Wage Determination/s that will be applicable to the resulting contract.

(End of Statement of Work)

(End of Section B)



## SECTION C - CONTRACT CLAUSES

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

### 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> FAR

<http://www.va.gov/oal/library/vaar/> VAAR

<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

(End of Clause)

### C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

### C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one night stay, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of 3 nights stay;

(2) Any order for a combination of items in excess of 11 nights stay; or

(3) A series of orders from the same ordering office within one days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **C.4 52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five years and six months.

(End of Clause)

### **C.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six months.

(End of Clause)

### **C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to expiration.

(End of Clause)

### **C.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2016. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

### **C.8 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.9 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.10 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.11 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 Illinois and Indiana. 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.12 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)**

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

(End of Addendum to 52.212-4)

### **C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)**

ADDENDUM to FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2015)

The following clauses are incorporated into 52.212-5 as an addendum to this solicitation:

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

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[X] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

[X] (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).

[X] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[X] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

[X] (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

[X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

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

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

[X] (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

[X] (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

**Section (b) - The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by 15 days prior to submission of the first invoice.**

[X] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[X] (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).

**This Statement is for Information Only:  
It is not a Wage Determination**

Employee Class	Monetary Wage—Fringe Benefits
<b>WG-3566-1 Custodial Worker</b>	<b>Marion IL - \$11.80/\$4.30</b>
	<b>Evansville IN - \$12.79/\$4.66</b>
<b>WG-5703-4 Motor Vehicle Operator</b>	<b>Marion IL - \$17.40/\$6.31</b>
	<b>Evansville IN - \$16.75/\$6.11</b>
<b>GS-0303-3 Miscellaneous Clerk &amp; Assistant</b>	<b>Marion IL - \$12.19/\$4.44</b>
	<b>Evansville IN - \$12.19/\$4.44</b>

[X] (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).

[X] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

[X] (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(End of Addendum to 52.212-5)

(End of Clause)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

<b>TITLE</b>	<b>DATE</b>	<b>PAGE COUNT</b>
Attachment (1) – Criteria for Eligibility for Temporary Lodging or Hoptel	N/A	1
Attachment (2) – Hotel/Motel Evaluation Checklist	N/A	2
Attachment (3) - ACH Vendor/Miscellaneous Payment Enrollment Form	Rev 12/90	1
Attachment (4) - Wage Determination Incorporated by Reference	7/8/2015	2



## Attachment (1) - Criteria for Eligibility for Temporary Lodging or Hoptel

### (a). Potential Eligibility to Stay in Temporary Lodging

(1). A beneficiary with an appointment at a VA health care facility for the purpose of receiving health care or a Compensation and Pension (C&P) examination who meets the criteria specified in 4.b, and,

(1). A member of the family of such beneficiary or another person (i.e. caregiver) who accompanies the beneficiary to provide the equivalent of familial support (hereafter referred to as family members and/or caregivers).

(2). When applicable, a living organ donor and the support person who accompanies the donor to the pre-transplant evaluation appointments, the transplant episode, and post-transplant follow-up appointments may be lodged.

(3). Family members and/or caregivers may not reside in temporary lodging facilities without the beneficiary. VITA may not use medical care funds to pay for temporary lodging in the community for family members unaccompanied by the beneficiary. If a beneficiary staying in temporary lodging with a family member is admitted to an inpatient bed, alternative lodging arrangements must be made for the family member through a referral to a social worker. Such alternatives are to be at the expense of the family member or through donated funds in a General Post Fund account.

(4). Minor children may not be accommodated in temporary lodging facilities on VA grounds, with the exception of Fisher Houses.

### (b). Provision of Temporary Lodging and/or Hoptel Services:

(1). Temporary lodging may be provided the night before the day of the scheduled care and/or the night of the scheduled care.

(2). Non-VA temporary lodging facilities, such as hotels or motels, may be used for temporary lodging, based on availability of local funding as determined by the Director of the VA health care facility. When non-VA temporary lodging facilities are used, arrangements need to be made for transportation to and from the VITA facility for those beneficiaries without a means of transportation.

(3). VITA facilities may provide meals or vouchers for meals in the Veterans Canteen Service for beneficiaries staying in temporary lodging. Meals for family members staying in temporary lodging are to be at the expense of the family member, or provided through donated funds in a General Post Fund account.

(4). Temporary lodging will be provided on a first-come, first-served basis and on the availability of temporary lodging beds.

(5). A sufficient number of beds used for temporary lodging must be handicapped and wheelchair accessible, including those used in community motels and hotels.

## Attachment (2) - Hotel/Motel Evaluation Checklist

NAME OF FACILITY:ADDRESS:**ROOM REQUIRMENTS (40 out of 50 = 80%)**

- 1 Primary lock on all doors/dead-bolt/all windows
- 2 Door has a viewport/window
- 3 Smoke detector
- 4 Active light switch at main entry to unit
- 5 Sufficient lamps to properly illuminate the room for reading or writing
- 6 At least one chair (in good condition)
- 7 Writing surface (in good condition)
- 8 A night stand or equivalent ( in good condition)
- 9 Clothes hanging facilities; drawers or clothes storage area
- 10 Television (if provided/functioning)
- 11 Telephone (functioning/direct dial or 24 hour switchboard)
- 12 Waste basket
- 13 Electrical Outlets (functioning)
- 14 Alarm/clock radio
- 15 Adequate space for one piece of luggage
- 16 Shades, draperies or blinds on all windows
- 17 Window covering effectively shut out light from outside
- 18 Heating system (functioning/reasonably quiet)
- 19 Air Conditioning system (functioning/reasonably quite)

YES	NO	NA
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**OVERALL ROOM CLEANLINESS**

- 20 Free of insects/rodents
- 21 No dust/dirt/liter/stains/cobwebs
- 22 Odorless/Clean windows


**ROOM CARPETING**

- 23 Not dirty/stained/worn-out/torn

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**ROOM WALLS/CEILING**

- 24 Clean/no peeling paint
- 25 Free of defects such as cracks, holes or stains


**MATTRESS/BOX SPRINGS**

- 26 Non-sagging/ sized to fit bed frame
- 27 Odorless, not stained
- 28 Non protruding/unbroken


**OTHER BEDDING REQUIREMENT**

- 29 Clean pillow(s)/pillow cases  
 30 Two clean sheets, mattress pad  
 31 Clean pillow case(s)  
 32 Suitable, clean blanket, bedsheet


**BATH AREA**

- 33 Private bath (with no carpeting in commode area)  
 34 Adequate ventilation (fan/window)  
 35 Adequate lighting


**TOILET**

- 36 Functioning/clean

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**SHOWER/TUB**

- 37 No grout problems/cracks  
 38 Adequate water pressure/hot water  
 39 Non-skid pad/strips  
 40 Shower curtain/tub enclosure clean and free from tears and mildew


**VANITY/SINK**

- 41 Functioning/clean  
 42 Adequate water pressure/hot water  
 43 Adequate light fixture above vanity/mirror/electrical outlet convenient to mirror


**BATH TOWELS**

- 44 One quality bath/hand/wash towel/bath mat  
 45 Towel rack


**OTHER BATH REQUIREMENTS**

- 46 Spare toilet tissue/facial tissue  
 47 One wrapped drinking glass per person  
 48 Bathroom waste basket  
 49 One individually wrapped bar of soap per person


**OVERALL BATH AREA CLEANINESS/WALLS/CEILING**

- 50 No hair/stains/odor/no peeling paint/free of defects such as cracks, holes or stains

--	--	--

**TOTAL SCORE:** \_\_\_\_\_

**EVALUATORS:**

---

NAME

TITLE

SIGNATURE/DATE

**Attachment (3) – SF3881 ACH Vendor/Miscellaneous Payment****ENROLLMENT FORM**

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or

**AGENCY INFORMATION**

FEDERAL PROGRAM AGENCY:

AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT:
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ADDRESS:

Austin, TX 78714

CONTRACT PERSON NAME:	TELE PHONE NUMBER:
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ADDITIONAL INFORMATION:

**COMPANY INFORMATION**

NAME:	SSN NO. OR TAXPAYER ID NO.
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ADDRESS:

CONTACT PERSON NAME:	TELE PHONE NUMBER:
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**FINANCIAL INSTITUTION INFORMATION**

NAME:

ADDRESS:

ACH COORDINATOR NAME:

NINE-DIGIT ROUTING TRANSIT NUMBER:	TELE PHONE NUMBER:
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DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT:

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:	TELE PHONE NUMBER:
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### Attachment (4) – Wage Determinations Incorporated by Reference

#### USDOL SERVICE CONTRACT ACT WAGE DETERMINATION INFORMATION

This contract incorporates the U.S. Department of Labor (USDOL) wage determinations identified in the table below by reference, with the same force and effect as if they were incorporated into the solicitation in full text.

USDOL Service Contract Act Wage Determinations				
<u>Wage Determination</u>				Location  (State)
<u>Area (County)</u>	<u>Number</u>	<u>Revision</u>		
		<u>No.</u>	<u>Date of</u>	
Williamson	1995-0827	32	07-08-2015	IL
Vanderburgh	1995-0825	32	07-08-2015	IN

USDOL Service Contract Act Wage Determination Information (Continued)
<b>Notes:</b>
1 – FAR clause 52.222-41, Service Contract Act of 1965, As Amended (Nov 2007) is incorporated into this contract by reference under FAR clause 52.212-5, Contract Terms and Conditions Required To Implement Statutes Or Executive Orders – Commercial Items (Aug 2012).
2 – In accordance with FAR 52.222-41, each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
3 – This contract incorporates the wage determinations identified in this table by reference, with the same force and effect as if they were incorporated into the contract in full text. Some wage determinations include counties that are not included in the Area(s) of Responsibility/ Jurisdiction that apply to the contract covered areas.
4 – The full text of any wage determination identified in this table may be accessed electronically at the following website: <a href="http://www.wdol.gov/">http://www.wdol.gov/</a> ; Follow the access process identified in item 5 below.
5 – On the first screen, click on “Selecting SCA WDs” under “Service Contract Act”. On the second screen, select state & county where the services are to be performed, and then click on

<p>“Continue”. Answer “Yes” to the first prompt, and in succession, answer “No” to the second, third, and fourth prompts. The latest edition of the wage determination may be viewed on the screen or printed.</p>
<p>6 – The Department of Labor has held that Contractors must pay their employees the Service Contract Act wages while they are driving both to and from destinations for the VA.</p>
<p>7 – Upon written request, the Contracting Officer shall provide a full text copy of any wage determination(s) identified in this table.</p>

## SECTION E - SOLICITATION PROVISIONS

Addendum to FAR Provision 52.212-1 Instructions to Offerors - - Commercial Items (APR 2014)

### *\*INSTRUCTIONS FOR QUOTATION SUBMISSION\**

- (a). A Hard copy of quotations may be provided to the following address to arrive no later than the time and date specified in section 8 of the SF1449:

Dept. of Veteran's Affairs  
Attn: Larry A Buell, CPPO – Contract Specialist  
Network Contracting Office (NCO) 15  
3450 S 4th St Trafficway  
Leavenworth KS 66048

- (b). Optional submission procedure. Instead of providing a hard copy proposal package the Offeror, at their option, may submit the quotation via secure electronic format to arrive no later than the time and date specified in section 8 of the SF1449, to:

Larry A Buell, CPPO – Contract Specialist  
[larry.buell@va.gov](mailto:larry.buell@va.gov)

The email must have the solicitation number identified in the subject line. Files must be readable using Adobe .pdf or Microsoft Office 2007, Word, Excel, PowerPoint, or Access. Scanner resolutions must be set at least 200 dots per inch (dpi) when submitting files in Adobe PDF. Ensure that attachments are not too large to be emailed. When splitting up the attachment, be sure to identify on the email subject line, i.e., RPQ-1123/ABC Company/1 of 4. Note: Zip files are not acceptable. It is incumbent upon the offeror to ensure that their offer was received by the due date and time when submitting electronically.

- (c). NO FACISIMILE SUBMISSIONS WILL BE ACCEPTED.

- (d). It is requested that the following documents be provided with the offeror's response:

- (1). Offer Form (Standard Form 1449). Fill in blocks 12, 17a, 30b and 30c, sign Block 30a. Return a completed copy of the form with your response.
- (2). Section B.1. Contract Administration Data. Fill in Section B.1 (a) (1) contractor information; section (k) (1) unpaid tax certification; section (k) (2) responsibility certification; section (k) (3) representations and certifications; and section (l) acknowledgement of any solicitation amendments. Return a completed copy of the section with your response.
- (3). Representations and Certifications. If you do NOT have a current Representations and Certifications on-line at <https://www.sam.gov> a copy of FAR 52.212-3 (Offeror Representations and Certifications – Commercial Items (MAY 2014), found in Section E.12 of the solicitation, must be completed and returned with your response.
- (4). Price. Please complete and return Section B.2 Price Schedule. Offerors may respond by offering lodging for Marion Illinois or Evansville Indiana, or both. Complete each Contract

Line Item Number (CLIN) for the Base Contract Period and for each of the four (4) Option Years for each location offered. Attach a copy of the completed section to your response.

(5) Non-Price Factors.

(i) Factor 1 - Technical Excellence.

- (A) Please provide supporting documentation showing adequate resources, staffing, offices/buildings, capability, experience, responsibility and integrity to meet the technical capability requirements of the solicitation and the resulting contract.
- (B) Please provide a copy of all current inspections, licensures and insurance certification with proposal. If not provided, proposal will be deemed as non-responsive and will not be further considered. Technically acceptable offer that meets applicable Federal, State and Local regulations and requirements as prescribed for the specific activity to include compliance with the National Fire Protection Association (NFPA), Life Safety Code 101 (latest edition); American Disabilities Act (ADA); State, County, and/or City Licensure; Health Inspections (food/room) within the past year; and meet 80% evaluation checklist (copy of checklist provided as solicitation Attachment 2) based on the following conditions: overall cleanliness, handicapped accessibility, comfort, safety, security and amenities. The Government will conduct site visits to determine technical acceptability to provide this service to veterans receiving care from the VA Medical Center.
- (C) Indicate capabilities of providing shuttle services and continental breakfast.

(ii) Factor 2 - Past Performance.

- (A) Factor 2, Sub Factor (A) - Ratings and comments: Provide documentation indicating hotel ratings, successful customer service comments for establishments that reflect the characteristics that meet the basic requirements pertaining to comfort, cleanliness, and hospitality.
- (B) Factor 2, Sub Factor (B) - References: Provide a list of at a minimum three (3) contracts, current or completed during the past three (3) years. Contracts listed must be relevant in size and complexity of requirements being requested under this solicitation. Contracts listed may include those entered into by Federal, State and local governments and private-sector customers. Include the following information for each contract and/or subcontract:
- Name and address of contracting activity
  - Name and telephone number of Contracting Officer or manager
  - Name and telephone number of Program Manager or COTR, if available
  - Dates of contract performance
  - Total contract value
- (C) Information utilized will be obtained from the references listed in the proposal, other customers known to the Government, and others who may have useful and relevant information; and the information obtained will be used for both the responsibility determination and the best predecessor companies, key personnel who have relevant experience when such information is relevant to the instant acquisition.



- (D) Evaluation of past performance will often be quite subjective based on consideration of all relevant facts and circumstances. It will include a determination of the offeror's commitment to customer satisfaction and will include conclusions of informed judgment. However, the basis for conclusions of judgment will be documented.
- (E) Offeror's with no relevant performance history shall not be evaluated favorably or unfavorably on past performance. Offeror's may provide information on problems encountered on identified contracts and the offeror's corrective action. The Government shall determine the relevance of similar past performance information.
- (6). Service-Disabled Veteran-Owned Small Business (SDVOSB) and/or Veteran-Owned Small Business (VOSB) Status. In accordance with provision 852.215-70, the VA shall evaluate offeror based on service-disabled veteran-owned or veteran-owned small business status and the proposed use of eligible service disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors. 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
- (f). TECHNICAL QUESTIONS: Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing. Questions must be sent via e-mail to [larry.buell@va.gov](mailto:larry.buell@va.gov). Subject shall be identified as Sol. VA255-15-Q-0859 clarifications. Verbal questions will not be addressed. All responses to questions, which may affect offers, will be incorporated

(End of Instructions for Quotation Submission)

## **E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012

(End of Provision)

## **E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE**

CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, 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.

(End of Provision)

## **E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does [ ] does not [ ] have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

#### **E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

## **E.5 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price, Requirements contract resulting from this solicitation.

(End of Provision)

## **E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:  
Department of Veterans Affairs  
Network Contracting Office (NCO) 15  
3450 S 4th Street Trafficway  
Leavenworth KS

Mailing Address:  
Department of Veterans Affairs  
Network Contracting Office (NCO) 15  
3450 S 4th Street Trafficway  
Leavenworth KS 66048

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

## **E.7 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(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. (<http://www.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 (<http://www.vetbiz.gov>).

(End of Provision)

## **E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

## **E.10 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

(End of Addendum to 52.212-1)

## **E.11 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Excellence  
Past Performance  
    Subfactor (1) - Ratings and comments  
    Subfactor (2) - References  
Price

Technical and past performance are of equal importance. Factor 2, sub factors (A) and (B) are considered equal in importance. Technical and past performance, when combined, is slightly more important than price.

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

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

Addendum to FAR Provision 52.212-2 Evaluation - Commercial Items (JAN 1999)

*\*EVALUATION PROCESS\**

(a). The Government seeks to select an offer from a responsive and responsible offeror that represents the best value to the Government. Evaluation will be based on the three evaluation factors of Technical, Past Performance and Price.

(b). Procedures.

(1). In order to be considered for an award the offeror MUST currently be registered on-line in the System For Award Management located at <https://www.sam.gov>

(2). All offerors will be required to prepare and submit their complete quotation submission in accordance with the preparation instructions in Provision 52.212-1 of this solicitation. Responses and other information will be evaluated against the evaluation criteria stated in this provision.

(3). Discussions: The Government intends to evaluate offers and award a contract without discussions with offerors.

(c). Rating Factors: The Government will select a best value offer that conforms to the solicitation, which is most advantageous to the Government, price and other factors considered. Rating Factors 1 and 2 are considered non-cost technical factors. The non-cost technical factors are of equal importance. Factor 2, sub factors (A) and (B) are considered equal in importance. Technical and past performance, when combined, is slightly more important than price.

(1). Factor #1 - Technical Excellence: As requested in FAR provision 52.212-1.

(2). Factor #2 - Past Performance:

(i). Each sub-factor will be assigned an adjectival rating of Excellent, Good, Acceptable, Marginal or Unacceptable. Sub Factors (A) and (B) are considered equal in importance.

(A). Sub-factor (A) – **Ratings and comments**

(B). Sub-factor (B) - **References**

(ii). The Government will evaluate the quality and extent of offeror's experience deemed relevant to the requirements of this RFQ.

(iii). As requested in FAR provision 52.212-1, the Government will utilize reference information submitted by the offeror.

(iv). Additional past performance information may be obtained from the National Health Institute (NIH), Contractor Performance Assessment Reporting System (CPARS), Past



Performance Retrieval system (PPIRS), and any other sources deemed appropriate, may also be consider in the rating of past performance. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing past performance information rests with the offeror.

- (v). Offeror's with no relevant performance history shall not be evaluated favorably or unfavorably on past performance. Offeror's may provide information on problems encountered on identified contracts and the offeror's corrective action. The Government shall determine the relevance of similar past performance information.
- (vi). Responses will be assigned an adjectival rating of Excellent, Good, Marginal, Poor or Neutral.

(3). Factor #3 - Price:

- (i). This factor will consider the reasonableness of prices offered. Price analysis will be used to determine that the prices are fair and reasonable in accordance with FAR Part 13.106-3. Price will be subjectively evaluated for reasonableness and possible unbalanced pricing.
- (ii). Optional years pricing. Except when it is determined in accordance with FAR 17.206 (b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. ***This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price.*** Evaluation of options will not obligate the Government to exercise the option(s). 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).

(d). SDVOSB/VOSB status.

- (1). VA recognizes the contributions of our Nation's veterans, and we strive to make contract awards to small businesses owned by veterans and service-disabled veterans. We also encourage prime contractors to form partnerships and/or to pursue subcontracting opportunities with veteran-owned and service-disabled veteran-owned small businesses. Depending on the rating factors included in the solicitation, VA may consider offerors based on their veteran-owned or service-disabled veteran-owned status, their proposed use of veteran-owned or service-disabled veteran-owned small businesses as subcontractors.
- (2). To receive credit for Veteran-Owned Small Business and Service- Disabled Veteran-Owned Small Business Status, an offeror must furnish a completed representation (Federal Acquisition Regulation clause 52.212-3) that shows that it qualifies as a veteran-owned or service disabled veteran-owned small business or be registered in the Online Representations and Certification Application (ORCA) Web site <https://www.sam.gov> as a veteran-owned or service disabled veteran-owned small business.
- (3) To receive credit for the Proposed Use of Veteran-Owned and Service- Disabled Veteran-Owned Small Business Subcontractors, offerors must state in their proposals the names of the veteran-owned and service-disabled veteran-owned small businesses with whom they intend to subcontract and the approximate dollar values of the proposed subcontracts. In addition, offerors



must submit completed representations (Federal Acquisition Regulation clause 52.212-3) for the proposed subcontractors or the proposed subcontractors must be registered as veteran-owned or service-disabled veteran-owned small businesses in the Online Representations and Certification Application (ORCA) Web site <https://www.sam.gov>.

- (4). Offerors who are not SDVOSB or VOSB certified, or not offering SDVOSB or VOSB subcontractors, will receive no credit.

(End of Evaluation Process)

(End of Addendum to FAR 52.212-2)

(End of Provision)

## **E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (MAR 2015)**

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

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

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

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(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
_____	_____
_____	_____
_____	_____

*[List as necessary]*

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

*[List as necessary]*

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

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

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

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (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. By submission of its offer, the offeror represents that—

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code:

---

Immediate owner legal name:

---

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

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

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

Highest-level owner CAGE code:

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Highest-level owner legal name:

---

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

(End of Provision)

(End of Section E)

(End of Solicitation)