

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF													
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA260-12-R-1023													
						6. SOLICITATION ISSUE DATE 06-13-2012													
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Thomas Loy		b. TELEPHONE NO. (No Collect Calls) 208-429-2014		8. OFFER DUE DATE/LOCAL TIME 07-10-2012 1600													
9. ISSUED BY NCO 20 Acquisition Division US Department of Veterans Affairs 960 Broadway Ave Suite 460 Boise ID 83706				CODE 00260 10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 812320 <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: 5 Million															
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP													
15. DELIVER TO Department of Veterans Affairs NCO 20 Acquisition Division 960 Broadway Ave Suite 460 Boise ID 83706				16. ADMINISTERED BY NCO 20 Acquisition Division US Department of Veterans Affairs 960 Broadway Ave Suite 460 Boise ID 83706															
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE															
				Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:															
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 8%;">19. ITEM NO.</th> <th style="width: 52%;">20. SCHEDULE OF SUPPLIES/SERVICES</th> <th style="width: 8%;">21. QUANTITY</th> <th style="width: 8%;">22. UNIT</th> <th style="width: 10%;">23. UNIT PRICE</th> <th style="width: 14%;">24. AMOUNT</th> </tr> </thead> <tbody> <tr> <td></td> <td> This solicitation will result in a firm fixed price agreement with estimated quantities single award Blanket Purchase Agreement (BPA) Submit Offers to: Department of Veteran Affairs 960 W. Broadway Ave, Suite 460, Attn: Thomas Loy Boise ID 83706 (Use Reverse and/or Attach Additional Sheets as Necessary) </td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>								19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		This solicitation will result in a firm fixed price agreement with estimated quantities single award Blanket Purchase Agreement (BPA) Submit Offers to: Department of Veteran Affairs 960 W. Broadway Ave, Suite 460, Attn: Thomas Loy Boise ID 83706 (Use Reverse and/or Attach Additional Sheets as Necessary)				
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25. ACCOUNTING AND APPROPRIATION DATA Appropriation data will be cited on each order						26. TOTAL AWARD AMOUNT (For Govt. Use Only)													
<input 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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <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) Thomas Loy		31c. DATE SIGNED													

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

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

a. CONTRACTOR: To Be Determined

b. GOVERNMENT: Contracting Officer 00260
NCO 20 Acquisition Division
US Department of Veterans Affairs
960 Broadway Ave Suite 460

Boise ID 83706

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

☒ 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other [Monthly, in the arrears]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO Box 149971
Austin TX 78714-9971

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

B.2 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Pricing Period (1: Date of award to 31 Dec 2012				
0001a	11,440.00 EA				
	Tops				
0001b	11,440.00 EA				
	Bottoms				
0001c	3,120.00 EA				
	Coats				
0001d	39,081.00 LB				
	General Linen				
0001e	21,926.00 LB				
	OR/Surgery				
0001f	19,902.00 LB				
	Mops (wet/dust)				
0001G	16,000.00 LB				
	Specialty Linen				
Pricing Period One (1) Total					

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ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0002	Pricing Period Two (2), 01 Jan 2013 to 31 Dec 2013				
0002a	Tops	11,440.00	EA		
0002b	Bottoms	11,440.00	EA		
0002c	Coats	3,120.00	EA		
0002d	General Linen	39,081.00	LB		
0002e	OR/Surgery	21,926.00	LB		
0002f	Mops (wet/dust)	19,902.00	LB		
0002G	Specialty Linen	16,000.00	LB		

Pricing Period Two(2) Total _____

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ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0003	Pricing Period Three (3), 01 Jan 2014 to 31 Dec 2014				
0003a	Tops	11,440.00	EA		
0003b	Bottoms	11,440.00	EA		
0003c	Coats	3,120.00	EA		
0003d	General Linen	39,081.00	LB		
0003e	OR/Surgery	21,926.00	LB		
0003f	Mops (wet/dust)	19,902.00	LB		
0003G	Specialty Linen	16,000.00	LB		

Pricing Period Three(3) Total _____

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ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0004	Pricing Period Four (4), 01 Jan 2015 to 31 Dec 2015				
0004a	Tops	11,440.00	EA		
0004b	Bottoms	11,440.00	EA		
0004c	Coats	3,120.00	EA		
0004d	General Linen	39,081.00	LB		
0004e	OR/Surgery	21,926.00	LB		
0004f	Mops (wet/dust)	19,902.00	LB		
0004G	Specialty Linen	16,000.00	LB		
Pricing Period Four (4) Total					

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ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0005	Pricing Period Five (5), 01 Jan 2016 to 31 Dec 2016				
0005a	Tops	11,440.00	EA		
0005b	Bottoms	11,440.00	EA		
0005c	Coats	3,120.00	EA		
0005d	General Linen	39,081.00	LB		
0005e	OR/Surgery	21,926.00	LB		
0005f	Mops (wet/dust)	19,902.00	LB		
0005G	Specialty Linen	16,000.00	LB		

Pricing Period Five(5) Total _____

GRAND TOTAL (All Pricing Periods)---

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STATEMENT OF WORK

LAUNDRY SERVICE

1. SCOPE: Contractor shall furnish all labor, equipment, supervision, management, supplies, and facilities (except as identified elsewhere in this solicitation) necessary to perform contractor owned/contractor operated bulk laundry services and tasks required under this contract for the Department of Veterans Affairs Medical Center, 500 west Fort Street, Boise, ID. All services are to be performed in accordance with standard industry practices and quality control measures. The VA Medical Center will maintain and be responsible to provide all linen and repair/replacement services, unless damage/loss is caused by the Contractor.

1.1. All workmanship shall be in accordance with practices established by the National Association of Institutional Linen Management (NAILM), International Fabricare Institute (IFI), Textile Rental Services Association (TRSA), and accepted industry standards. It is intended that services shall include all processes necessary for the laundering of the articles even though every step involved is not specifically mentioned. All work shall be performed under sanitary conditions as specified by the Joint Commission. Physical separation of clean and dirty linen is required. In no case shall clean and soiled linen share the same physical space. Plants in which the work is done shall be open to inspection of sanitary conditions by Government representatives. After processing, laundered articles shall be in serviceable and sanitary condition, meeting established quality and performance requirement standards.

*The Laundry Plant layout/design should incorporate a "design for asepsis" whereby clean linen does not come into contact with soiled linens nor share the same physical space, thus avoiding cross-contamination or reintroduction of bacteria once processed.

*The laundry ventilation system shall be "designed for asepsis" whereby air flows from clean textile areas (positive pressure) to soiled areas (negative pressure) and is exhausted to the outside atmosphere. Physical separation of the soil-sort area is required in order to limit the potential for contamination of personnel or clean, processed textiles. Exhausting air to the outdoors prevents reintroduction of contaminants onto clean items and into clean work areas.

2. BACKGROUND INFORMATION: The Boise Department of Veterans Affairs (hereinafter called the VA) provides services to veterans of the Uniformed Services in Idaho, Oregon, and Washington. The incumbent is to provide laundry services in accordance with the terms and conditions of this contract, including but not limited to hospital linens and employee uniforms.

3. PERSONNEL: Contractor personnel shall adhere to established training criteria (such as OSHA, Joint Commission), and shall be able to demonstrate a documented employee initial and refresher training program that includes Universal Precautions, basic bacteriological concepts, infection control, safety, fire protection, PPE, and laundry operating procedures and policies. Contractor's plant manager, by virtue of training, education, and experience, must meet the minimal requirements for managing a laundry as specified by NAILM.

4. PHYSICAL SECURITY: The Contractor shall safeguard all Government property in the work area. At the close of each work period, facilities and equipment shall be secured.

5. QUALITY CONTROL: The Contractor shall establish and maintain a complete Quality Control Plan to ensure that the requirements of the contract are provided as specified. One copy of the contractor's Quality Control Plan shall be provided to the Contracting Officer not later than the pre-performance conference. An updated copy must be provided to the Contracting Officer on the contract start date and as changes occur. The plan shall describe the methods for identifying and preventing defects before the level of performance becomes unacceptable.

6. QUALITY ASSURANCE: The Government will evaluate the contractor's performance under this contract. All surveillance observations will be recorded by the Government. When an observation indicates defective performance, the COR will document the defective performance and notify the Contracting Officer.

7. PERFORMANCE EVALUATION MEETINGS: The contract manager may be required to meet periodically with the COR and Contracting Officer and at the beginning of contract performance. Meetings will be scheduled as needed. The contractor may request meetings to clarify any issues. The written minutes of these meetings shall be signed by the contractor's manager, Contracting Officer, and COR. If the contractor does not concur with the minutes he shall state any areas of non-concurrence within 5 business days of receipt of the signed minutes.

8. ADMINISTRATIVE ISSUES:

8.1. The Contractor shall be paid monthly in arrears, based upon the number of pounds of clean linen provided to the VA during the proceeding month, and after receipt of a properly prepared billing statement which details the orders filled.

8.2. Notwithstanding the provisions of the contract covering inspection and acceptance, any items found to be unsatisfactorily cleaned shall be returned to the Contractor for re-cleaning at no additional cost.

8.3. Contracted services are to be accomplished subject to emergency situations as defined by VA which may require alteration of schedules. In the event that the VA declares a medical facility emergency or disaster, or participates in a federal and/or DOD drill, the contractor shall perform services as required by the medical facility disaster plan.

8.4. Contractor shall specify a point of contact (with phone number) as the designated contact for VA and the parties shall meet as needed. The point of contact must be able to be reached during normal business hours and off-duty hours, and be able to respond within one hour of notification by the VA and take prompt action on matters pertaining to the contract.

8.5. Plants in which the work is performed shall be open to inspection, during working hours performed, between 7:00 AM and 3:30PM, by VA Representatives.

9. HOURS OF OPERATION:

Normal Hours: (Access, if required, to Government facilities should be scheduled between the hours of 7:00 am and 2:30 pm). The following is a list of Federal Holidays that may affect delivery/pick-up times and affect the Contractor's ability to access the Government facilities:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as the legal holiday by the U.S. Government agencies.

10. EMERGENCY SERVICES: The contractor must have a functional backup plan to provide contract services if for any reason the contractor's facility becomes inoperative, or the contractor is unable to meet the contract requirements.

11. STANDARD DEFINITIONS:

Contract Discrepancy Report: A written report when the Contracting Officer's Representative (COR), discovers that there is a discrepancy between the contractor's performance and the actual contract.

Contracting Officer (CO): A person duly appointed with the authority to enter into and administer contracts on behalf of the U.S. Government.

Contracting Officer's Representative (COR): An individual designated by the Contracting Officer to act as his/her representative to assist in administering a contract. The source and authority for a COTR are contained in the written letter of designation.

Government Property: All property owned or leased to the government or acquired by the government under the terms of the contract. Government property includes both government furnished property and contractor acquired property as defined in FAR 45.101.

Lot: The total number of services output in a surveillance period, as defined in the Performance Requirements column of the PRS.

Performance Requirement: The point that divides acceptable and unacceptable performance. When the method surveillance is other than random sampling, the performance requirement is the

number of defectives or maximum percent defective in the lot before the government will affect the price computation system in accordance with the Performance Requirements Summary and the Inspection of Services Clause.

Performance Requirements Summary (PRS): Identifies the key service outputs of the contract that will be evaluated by the government to assure contract performance standards are met by the contractor.

Quality assurance (QA): Those actions taken by the government to assure services meet the requirements of the Performance Work Statement (PWS) and all other service outputs.

Quality Assurance Evaluator (QAE): A government person responsible for surveillance of contractor performance.

Quality Assurance Surveillance Plan (QASP): An organized written document used for the quality assurance surveillance. The document contains specific methods to perform surveillance of the contractor.

Quality Control: Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

12. GOVERNMENT FURNISHED PROPERTY AND SERVICES

The VA will provide linen carts for the use in transporting the linen. The VA shall retain title to these carts.

The VA will be responsible for the transporting of linen between the VA Medical Center and the contractor's facility not to exceed a 30 mile radius.

The VA will mark, maintain, repair, and replace the linen inventory, unless damage/loss is caused by the Contractor.

13. CONTRACTOR FURNISHED ITEMS AND SERVICES

13.1 SPECIFIC TASKS:

Task No 1. The Contractor shall provide complete laundry services in accordance with the terms and conditions of this contract, including but not limited to hospital linens, employee uniforms, and laboratory coats.

Task No 2. The contractor shall provide complete laundry services for VA for the period of one year from the date of contract award, plus four option years. After the first year, subsequent year renewals will be subject to a mutual, annual review of performance.

Task No 3. The Contractor shall process all items with a 24 hour turn-around time.

Task No 4. After processing, laundered articles shall be in a serviceable and sanitary condition, meeting performance standards established by organizations such as NAILM and IFI, as well as complying with contractor's Washroom Standards and Linen Inspection Standards. Washing, extracting, and tumble drying procedures shall ensure that the washed item is restored to its intended appearance, in a manner that will prevent damage to the items being processed, as well as the setting of wrinkles in polyester/cotton items. Shrinkage shall be no more than what can be called "natural" shrinkage. Tumbled work such as undershirts, socks, bath towels, laundry bags, blankets, and bathrobes shall be complete dry and soft. Flatwork shall be folded. Uniforms and laboratory coats will be washed, dried, and folded.

Task No 5. The Contractor shall clean with a tuberculocida germicide/disinfectant all carts after unloading the soiled linen and prior to loading carts with clean linen.

Task No 6. The Contractor shall clean chemotherapy bed linens and clothing (identified by yellow chemotherapy plastic bags) by pre-washing first, then washing with other linens.

Task No 7. The Contractor will provide the VA with information relative to items found in soiled linen such as sharps and instruments during the same day they are discovered by the contractor's staff. The purposes of the sharps notification is to assist VA in its ongoing efforts to reduce the amount of sharps found in linen, and thereby reduce the amount of exposure for contractor's staff. Timely notification is critical for VA to determine the source of the items and is directly related to our ability to effectively address this issue. Instruments or other items found (such as patient's personal items) shall be tagged and returned to VA with the next linen delivery.

Task No 8. The Contractor will repair/replace any item damaged/lost by the Contractor.

13.2 Packaging:

All general and specialty linen items to include uniforms, shall consist of placing items into clean carts and covering them. Covers shall cover entire linen cart. All items shall be neatly stacked in carts in such a manner that an accurate visual inventory can be taken. Uniforms shall be placed on top of general linen, so that they will not be wrinkled. General and specialty linen items shall be folded, and stacked, or counted in bulk as follows.

14. Communized items consist of the following:

Bed Sheet, flat	Pajama Pants
Pillowcase	Scrubs
Washcloth	Laundry Bag
Bath Towel	Dish Towels
Bed Pad	Slippers/Socks
Isolation Gown	Hand Towels
Surgical Towels	Rags
Fitted Sheets	Dust Mops
Patient Gowns	Wet Mops

Bath Blanket
IV Gown
Combo Spread/Blanket
Robes
Large Wrappers
Small Wrappers
Mattress Pads
Bed Pads
Thermal Blankets
Bedspreads

Kitchen Aprons
Vest Restraints
Wrist Restraints
OR Gowns
OR Wrappers
Warm-up Jacket
Coveralls
Patient Bibs
Surgical Drapes
Pajama Tops

15. Specialty items consist of the following:

Uniforms
Cubical Curtains
Lab Coats

Warm-Up Jackets

SCOPE OF WORK

A.1.1 Contractor shall furnish all labor, equipment, supervision, management, supplies, and facilities (except as identified elsewhere in this solicitation) necessary to perform contractor owned/contractor operated bulk laundry/linen services and tasks required under this contract for the Department of Veterans Affairs Medical Center, 500 west Fort Street, Boise, ID. All services are to be performed in accordance with standard industry practices and quality control measures. These services are in support of a patient care programs. The Contractor shall provide all linen and repair/replacement services in accordance with the terms and conditions of this contract for all communized items as listed in para 14. The VA Medical Center will be responsible to provide all linen and repair/replacement services for those items as Specialty Items in Para 15. The Contractor shall process and package the laundry workload as outlined in A.13.3.

A.1.2 All workmanship shall be in accordance with practices established by the National Association of Institutional Linen Management (NAILM), International Fabricare Institute (IFI), Textile Rental Services Association (TRSA) and accepted industry standards. It is intended that services shall include all processes necessary for the laundering of the articles even though every step involved is not specifically mentioned. All work shall be performed under sanitary conditions as specified by the Joint Commission of Accreditation of Healthcare Organizations (JCAHO). Physical separation, through the presence of a barrier wall and the use of pass-through equipment is required to maintain positive air pressure in the clean section relative to a negative air pressure in the soiled section. In no case shall clean and soiled linen share the same physical space. * Plants in which the work is done shall be open to inspection of sanitary conditions by Government representatives. After processing, laundered articles shall be in serviceable and sanitary condition, meeting established quality and performance requirement standards as shown in Section

*The Laundry Plant layout/design should incorporate a "design for asepsis" whereby clean linen does not come into contact with soiled linens nor share the same physical space, thus avoiding cross-contamination or reintroduction of bacteria once processed.

*The laundry ventilation system shall be designed so that air flows from clean textile areas (positive pressure) to soiled areas (negative pressure) and is exhausted to the outside atmosphere. Physical separation of the soil-sort area is required in order to limit the potential for contamination of personnel or clean, processed textiles. Exhausting air to the outdoors prevents reintroduction of contaminants onto clean items and into clean work areas.

A.1.3 The Contractor shall be responsible to secure soiled linens at their site. The VA Medical Center will deliver soiled linen in carts and pickup clean linen in carts to/from the contractors work site and the VA Medical Center.

A.1.4 The publications listed in Section A.14 are incorporated to the contract and are supplemental to the specification. The Contractor is to maintain on file, at own expense, the latest edition of each of these publications. Any documents provided by and considered being a VA document shall continue to be provided by VA at the time each is updated.

A.1.5 Service will be required Seven (7) days per week, Monday - Sunday, excluding some federal holidays. Because this solicitation will result in a firm fixed price contract, any changes to the terms and conditions of the contract will require a supplemental agreement between the Government and the Contractor. In this case the Contractor will be entitled to negotiate a revised price, if applicable.

A.1.6 Notwithstanding the provisions of the contract covering inspection, acceptance, and deduction from payment, any item found to have been unsatisfactorily cleaned according to standards established in Section D.15 and Attachment I, paragraph f shall be recleaned at no additional cost to the Government.

Such items shall be identified by the Contractor to the Contracting Officer Technical Representative (COTR) when they are returned on the next scheduled pickup. Recleaned items should be invoiced separately and not charged to the Government.

A.1.7 Scheduled services are to be accomplished subject to emergency situations, which may require alteration of schedules. Contractor shall respond by phone within one hour and physically respond within eight (8) hours on emergency calls. Emergency situations will be defined by the COR. In the event of medical facility emergencies and/or disasters, the Contractor may be required to perform additional laundry services.

A.1.8 This scope of work is intended to produce a minimal acceptable level of performance. The government does recognize the possibility of the Contractor achieving the same or improved results due to innovative approaches, advances in the state-of-the-art of materials and supplies. Accordingly, provision is hereby made for changing this appendix when a Contractor or VA conclusively demonstrates the ability to maintain the standards established herein through use of improved techniques, materials, scheduling, etc. All changes are contingent upon the recommendations of the COR and the approval of the Contracting Officer (CO).

A.2 Contractor's Supervision

A.2.1 The Contractor shall assign a plant manager who shall be solely responsible for the supervision and provision of the required laundry services. The Contractor's Plant Manager (CPM) must meet the following requirements.

a. Certified by the National Association of International Linen Management (NAILM) or a graduate of an independently controlled management-training program emphasizing institutional laundry. The formal course must have been previously established, sponsored by a teaching activity, and comparable in content duration to the American Laundry and Linen College, Parts II Curricula and I.

b. CPM shall have at least 3 years of specialized experience in the capacity.

c. Certification of experience including name and address of facility and certifications of completed courses shall be made available upon request. Replacement CPM's shall provide required certification upon request.

A.2.2 The CO must be provided with the name, address, and telephone number where the CPM is to be reached during normal business hours, which are 7:00 a.m. to 3:30 p.m. The same information will be provided for an alternate when the CPM is not available. The CPM and alternate will also provide home phone numbers to be used in case of emergency situations.

A.2.3 The Contractor is responsible for the effective implementation of a Quality Control Program (QCP), and shall be responsive to the requirements of the Government's Quality Assurance Plan conducted by the COR.

A.2.4 The CPM or alternate shall always be available for consultation with Government representatives. During normal duty hours, the Contractor's Plant Manager or alternate shall respond in person, or by telephone, within one (1) hour of notification by the COR. After normal duty hours, the Contractor's Plant Manager or alternate shall respond within two (2) hours.

A.3 Personnel Qualifications and Requirements for Contract Service

A.3.1 Training:

a. Personnel: Contractor personnel shall adhere to established training criteria (such as OSHA, JCAHO), and shall be able to demonstrate a documented employee initial and refresher training program that includes Universal Precautions, basic bacteriological concepts, infection control, safety, fire protection, PPE, and laundry operating procedures and policies. Contractor's plant manager, by virtue of training, education and experience, meets the minimal requirements for managing a laundry as specified by NAILM.

b. Training Records: Records of all personnel training shall be maintained by the CPM and shall be available upon request.

A.3.2 Physical Examination:

a. Contractor's personnel who acquire a communicable illness shall not perform service under the contract and must be free of illness before returning to work.

b. The Contractor will be responsible for any physical examinations.

A.7 Lost and Found Service

The Contractor will provide the VA with information relative to items found in soiled linen such as sharps and instruments during the same day they are discovered by the contractor's staff. The purpose of the sharps notification is to assist VA in its ongoing efforts to reduce the amount of sharps found in linen, and thereby reduce the amount of exposure for contractor's staff. Timely notification is critical for VA to determine the source of the items and is directly related to our ability to effectively address this issue. Instruments or other items found (such as personal items) shall be tagged and returned to VA with the next linen delivery.

A.8 Industry Regulation and Codes

A.8.1 In the performance of this contract, the Contractor shall comply with all Occupational Safety and Health and Administration (OSHA) safety precautions.

A.8.2 The Contractor will comply with applicable (OSHA), Joint Accreditation of Hospitals Organization (JCAHO), federal, state, and local regulations and codes. The Contractor shall keep abreast of and comply with changes in all regulations and codes applicable to the contract.

A.8.3 The Contractor shall display approved warning devices in all areas where operations may cause traffic obstruction or personnel hazard at the time of pick-up and delivery of laundry.

A.9 Damage and Equipment Loss

A.9.1 All tasks accomplished by contractor's personnel will be performed to preclude damage or disfigurement of Government-owned equipment, i.e. scale. The Contractor will report any damage or disfigurement to these items when caused by Contractor's personnel. This report will be given to the COTR.

A.9.2 Contractor shall participate in all complete or partial personal property inventories scheduled.

A.9.3 When the Contractor has caused damage or loss of Government property, performance is determined to be unsatisfactory. At such time, the COR will issue a Contract Discrepancy Report (CDR). The Contractor will reply in writing, within ten (10) calendar days stating the reason for the unsatisfactory condition, the corrective measures taken, and preventive procedures initiated.

A.9.4 Any damage caused to Government property during the course of the Contractor's performance of work under the contract shall be repaired or replaced to pre-existing conditions at the Contractor's own expense.

A.10 Linen Control

A.10.1 Contractor shall comply with all policies including JCAHO, OSHA, and VHA Handbook 1850.03 relative to linen control and use.

A.10.2 Contractor shall participate in all complete or partial linen inventories as scheduled.

A.10.3 Any articles billed for, but missing, shall be supplied by the Contractor in the next regularly scheduled delivery at no additional cost to the government.

D.10.4 Articles lost or badly damaged while under the control of the Contractor will be replaced within a 30-day period, unless the loss is government caused.

A.11 Delivery Requirements

A.11.1 Joint count (for Specialty items) and/or weight (for Commonized items) verification is required for each receipt and release of the linen workload. Delivery tickets, furnished by the Contractor, will be verified and signed by both the Contractor representative and COR. A Scale Certification shall be provided to the COR upon request.

A.11.2 The COR will receive the clean linen and verify the list of articles returned on the delivery ticket. The delivery ticket for Commonized items shall show the date, times and total net weight of the cart. The delivery ticket for Specialty items shall show the date, times and net weight of the cart.

A.11.3 All soiled linen shall be picked up and all clean linen shall be delivered to building 43 of the VA Medical Center. Carts containing clean linen being returned shall be lined and covered to protect them against cross contamination while in transit between the laundry plant and the VA Medical Center. Carts, which are completely enclosed with a cover, and kept sanitary, need not be lined. Laundry bags or linen, used to transport soiled laundry must be laundered after use. The Contractor shall provide acceptable protective coverings for the linen.

A.11.4 Contractor shall process specialty linen items within a 24 hours period. Upon request of the COR, any linen items shall be processed within an eight (8) hour period at no additional cost to the government.

A.12 Contractor Furnished Items

A.12.1 Materials, Equipment, Tools and Supplies:

a. The Contractor shall furnish all materials necessary to perform the tasks specified in the contract. Technical literature and descriptive brochures on all materials (including wash formula

chemicals) proposed for use by the contractor shall be available upon request for approval prior to contract start and whenever a change is requested. The Contractor shall secure all materials and ancillary tools and equipment. All equipment must be cleaned and sanitized prior to introduction or re-entry into the medical facility.

b. Material Safety Data Sheets (MSDS) will be provided for every chemical utilized by the Contractor in the fulfillment of this contract.

A.12.2 Specifications: All Contractor furnished wash formula chemicals, materials, equipment and tools used shall be standard products of manufacturers regularly engaged in the production of such items. All items must be approved by the COR prior to being used. All supplies and equipment used or changes in previously approved supplies or equipment shall require literature and may require samples. All materials must comply with environmental laws, such as the "Greening of Government Act".

A.12.3 Reports and Data: The Contractor shall provide the following to the COR:

a. Damage to Government property by Contractor's personnel shall be reported within one (1) day after damage occurs.

b. Shipping tickets for all clean linen on day of the linen delivery.

c. Itemized monthly Statement of Charges reflecting daily charges. Charges shall be itemized by the amount of laundry processed per day.

d. Copy of Quality Control Inspection Report within two (2) working days after such inspections.

A.13 Specific Tasks

A.13.1 General: The Contractor shall provide all labor, materials, and supervision to perform all tasks to the contract. All work is to be performed in accordance with the Contractor's approved Procedures and Quality Control Manuals.

A.13.2 Tasks:

a. Provide data.

b. Receive soiled linens, uniforms, etc.

c. Weigh soiled linens as it enters the Contractor's laundry facility and record figures.

d. Sort soiled linens into proper wash classification.

e. Transport empty carts through automatic cart wash for sanitizing and cleaning carts.

f. Load clean linen carts and rolling racks onto delivery trucks and secure.

A.13.3 Packaging: All general and specialty linen items to include uniforms shall consist of placing items onto clean racks/carts and covering them. Covers shall cover entire linen cart. All items shall be neatly stacked and/or hung on linen racks and carts in such a manner that an accurate visual inventory can be taken. Items finished and placed on hangers are returned in a cart with a coat bar. They are placed on the hanger so identification number and size is showing, if any. General and specialty linen items shall be folded, stacked, hung, or counted in bulks as follows.

a. Flatwork items that must be conditioned, ironed, and folded:

Apron, cook
Pillowcases, regular
Pillowcases, surgical
Sheets, poly/cotton, bed
Towel, kitchen
Towel, huck
Wrappers, surgical and misc. surgical linen:
Small
Medium
Large
O.R. Sheets
O.R. Towels

Misc. Items:

Medium
Large

Surgical Scrubs:

Tops
Bottom

b. Items that must be finished, conditioned, and folded:

Shirt, uniform
Trouser, uniform
Smock, knee length long coats
Coveralls
Coat, short
Pantsuit, top
Pantsuit, bottom
Scrubs used as a uniform
Dress
Top
Bottom

c. Items that must be tumbled dried and folded:

Bathrobe
Blankets, bath
Blankets, bedspread
Curtains, cubicle
Gown, operating
Gown, patient
Gown, isolation
Pads, absorbent
Pads, mattress

Pajamas
Coats
Trousers
Towel, bath
Misc. items:
 Small
 Medium

Restraints, Soft

Linen bags
Cloth, wash

d. Items that must be cleaned, dried and returned in bulk:

Mops, wet
Mops, dust
Rags

A.13.4 Additional Guidance: To eliminate the need for separate listing of items that are received infrequently, the item “Miscellaneous: Small, Medium, large” is shown at the end of each lot. This should be interpreted as follows:

- a. Small: An item requiring the approximate time, effort and cost to process as a pillowcase or wrapper.
- b. Medium: An item requiring the approximate time, effort and cost to process as a sheet or spread.
- c. Large: An item requiring the approximate time, effort and cost to process as a blanket.

A.14 Applicable Regulations, Manuals, Specifications and Technical Exhibits

Documents applicable to this Performance Work Statement (PWS) are listed below. **These documents are mandatory.** The policies and procedures of mandatory directives shall be adhered to at all times. It is the Contractor’s responsibility to insure that all mandatory publications are posted and up to date.

- a. JCAHO
- b. VHA Handbook 1850.03 policy can be obtained from the COR.

SECTION B - CLAUSES

B.1 NONPERSONAL SERVICES

a. In performance of this contract, the BPA holder will provide services as required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the BPA holder as opposed to individual BPA holder employees.

b. The services required under the Agreement constitute professional and management services within the definition provided by FAR 37.201. Under this Agreement the Government will obtain professional services, which are essential to the Department of Veterans Affairs mission but not otherwise available within Department of Veterans Affairs.

c. The Government will neither supervise BPA holder employees nor control the method by which the BPA holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA holder employees. It shall be the responsibility of the BPA holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by BPA holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

(End of Clause)

B.2 INTRODUCTION

In the spirit of the Federal Acquisition Streamlining Act, the Department of Veterans Affairs DVA and hereby enter into a cooperative agreement, otherwise referred to as a Blanket Purchase Agreement (BPA), to further reduce the administrative costs of acquiring supplies/services.

The agreement details all with accompanying prices and descriptions, which may be ordered under this BPA.

All orders placed against this BPA are subject to the terms and conditions of all the clauses and provisions in full text or incorporated by reference in this document.

(End of Clause)

B.3 OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

Department of Veterans Affairs

(End of Clause)

B.4 AUTHORIZED REPRESENTATIVES

The primary Contracting Officer (CO) for this Agreement is:

Thomas Loy

NCO 20 Acquisition Division
US Department of Veterans Affairs
960 Broadway Ave Suite 460

Boise, ID 83706

The Primary Contracting Officer's Representative (COR) for projects under this Agreement is:

Alan Amundson
208-422-1232
alan.amundson@va.gov

The Secondary Contracting Officer's Representative (COR) for projects under this Agreement is:

No one assigned

The Primary and/or Secondary COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR and the Contractor's Representative shall work together to ensure that all contractual requirements are being met. The COR will interpret specifications or technical portions of the work. The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government. Only a warranted Contracting Officer is authorized to obligate funds on this or any other contract action.

The contractor shall immediately notify the Contracting Officer in writing if the COR has taken an action (or fails to take action) or issues directions (written or oral) that the contractor considers to exceed the above limitations.

The contractor shall provide the Contracting Officer information copies of all correspondence to the COR.

(End of Clause)

Department of Veterans Affairs

B.5 ADMINISTRATIVE DATA

A Blanket Purchase Agreement (BPA) is hereby established between and the Department of Veterans Affairs under the following terms and conditions incorporated in this BPA:

Primary Point of Contact:

Alternate Point of Contact:

DUNS NUMBER:

Cognizant DVA Office (Include
complete address): VISN 20 Acquisition Division
US Department of Veterans Affairs
960 Broadway Ave Suite 460

Department of Veterans Affairs

Boise
ID
83706

(End of Clause)

B.6 AUTHORIZED LIMITS

The Government estimates, but does not guarantee, that individual BPA Orders placed against this Agreement may reach \$150,000.00/per Order. This Order Limit may be increased by mutual agreement of the parties as necessary, in whole or part. The authorized Ceiling Limit of the Agreement is set at \$1,000,000.00 over the period covered by the Agreement; this ceiling is also not a guarantee. The Ceiling Limit may also be raised in association with Order Limit increases or other conditions which, by mutual agreement of the parties, maybe considered necessary. Authorization for individual orders above the stated order and/or Ceiling Limits must be coordinated through the Contracting Officer before larger valued orders can be issued and prior to commencement of work. All unauthorized work, regardless of amount, will be processed through the ratification process.

(End of Clause)

Department of Veterans Affairs

B.7 ORDER FORMAT

Orders will be placed against this BPA via e-mail, Electronic Data Interchange (EDI), FAX, or in hardcopy format. Each individual BPA Order will describe the tasks, services and deliverables required.

(End of Clause)

B.8 OPTION TO EXTEND THE TERM OF THE BPA

a. The Government may extend the term of this BPA by written notice to the Contractor at any time prior to the expiration of the BPA, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

b. If the Government exercises this option, the extended BPA shall be considered to include this option provision.

(End of Clause)

B.9 INVOICES

a. Inspection and acceptance shall be accomplished as follows: The Government, for all services furnished under any resulting order, hereby designates the COTR in the program office as the point of final inspection and acceptance. The BPA holder will submit each invoice, including all back-up data, to the Contracting Officer (CO) for review and signature. When the CO receives an accurate and complete invoice, he/she will return a signed copy to the BPA holder within five (5) working days. If the invoice is incomplete or inaccurate, the CO will return the unsigned invoice to the BPA holder for correction. The Contracting Officer will then forward the signed invoice to the Chief Financial Officer (CFO) for payment. Final payment for each order will be accomplished by final invoice accompanied by a receiving report.

b. An itemized invoice shall be submitted to the CO at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

(End of Clause)

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2012)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies(or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future

performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

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

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

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

C.2 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

C.3 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.4 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sep 2012. 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 30 Sep 2012, 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.5 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.6 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.7 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 Idaho. 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.8 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

C.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

52.232-18

AVAILABILITY OF FUNDS

APR 1984

(End of Addendum to 52.212-4)

C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2012)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☒ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☒ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

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

- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☒ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

☒ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (MAR 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (MAR 2012) of 52.225-3.

☒ (41) 52.225-5, Trade Agreements (MAR 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (42) 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).

☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

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

☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

N/A

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment #1, Past Performance Survey, 4 Pages

Attachment #2, Service Contract Act Wage Determination 2005-2160 Rev. 13, 11 pages

SECTION E - SOLICITATION PROVISIONS

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(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 Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.2 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) 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: Thomas Loy, Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs
NCO 20 Contracting Office
960 W Broadway Ave, Suite 460
Boise ID 83706

Mailing Address:

Department of Veterans Affairs
NCO 20 Contracting Office
960 W Broadway Ave, Suite 460
Boise ID 83706

(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.4 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.5 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

52.225-25

PROHIBITION ON CONTRACTING WITH
ENTITIES ENGAGING IN SANCTIONED
ACTIVITIES RELATING TO IRAN--
REPRESENTATION AND CERTIFICATION

NOV 2011

(End of Addendum to 52.212-1)

EVALUATION / PROPOSAL INFORMATION**52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS****FEB 2012****ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS**

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

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

ADDENDUM to paragraph (b) Submission of offers:**PROPOSAL PREPARATION INSTRUCTIONS**

A. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of three (3) separate parts; **Part I** - Price Proposal, **Part II** - Technical Proposal, and **Part III** - Past Performance Information.

B. The contracting officer has determined there is a probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional pricing information will be requested under [FAR 15.406-2](#) will not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

C. Specific Instructions: **Offers are required to submit three separate proposals: Technical, Past Performance, and Price.** If all proposals are not received, it may result in rejection or elimination of your proposal, and will not be considered for award. The Government reserves the right to award any resultant contract from this solicitation with or without discussions in accordance with FAR 52.212-2(c) and VAAR 852.273-74. Therefore, each proposal should reflect the offerors best terms, both from a price and technical standpoint.

1. **PART I – PRICE PROPOSAL** - *Submit original and one (1) copy*

(a) Complete blocks 13, 15, 16, 17 and 18 of the RFP, [SF1449](#). In doing so, the offeror accedes to the contract terms and conditions as written in the RFP. This constitutes the model contract.

(b) Insert proposed unit and extended prices in the PRICE/COST SCHEDULE for each Contract Line Item Number (CLIN) or Sub CLIN (SCLIN), including all periods. The extended amount must equal the whole dollar unit price multiplied by the number of units. The Government may determine that an offer is unacceptable if the prices are significantly unbalanced.

(c) Complete the necessary fill-ins and certifications, FAR 52.212-3 Offerors Representations and Certifications (Reps & Certs). These pages shall be returned in its entirety. For other portions of the solicitation, the offeror shall submit only those pages that require a fill-in.

2. **PART II – TECHNICAL PROPOSAL** - *Limited to no more than 20 pages. Pages exceeding the page limitations set forth in this section will not be read or evaluated, and will be removed from the offer. Submit original plus three (3) copies.*

The Contractor shall submit a copy of their Quality Control/Assurance Plan, illustrating how they meet the requirement identified in the Statement of Work/ Performance Work Statement.

3. **PART III – PAST PERFORMANCE INFORMATION** - *Limited to no more than five (5) pages. Offeror shall provide documentation for similar services that have been active within three (3) years of proposal. Submit original plus three (3) copies.*

Provide at least three, and not more than five, most recent and relevant references. Include a point of contact who can speak in behalf of the company, the company name, address, telephone number(s), email address, contract number, and dates, performance, place of performance and description of the contract scope.

The **Past and Present Performance Questionnaire** (Attachment 1) is to be forwarded by you to the Federal agency(s) or commercial customer(s) whom you choose to have accomplish the evaluation. In turn the Federal agency(s) or commercial customer(s) **MUST** forward the completed Questionnaire to Thomas.Loy@va.gov, to FAX: 208-429-2025, Attn: Thomas Loy, or received at the address in Block 9, Attn: Thomas Loy, no later than the closing date of this solicitation.

It is the sole responsibility of the offeror to ensure that these Past and Present Performance Questionnaires are submitted timely, as they will **not** be accepted directly from the offeror.

If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past and present relevant contracts.

(d) **Subcontractor Consent:** Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

D. Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

1. Requirements of the RFP (CLINs & PWS) and government standards and regulations pertaining to the PWS.

2. Evaluation Factors for Award in FAR 52.212-2 of this RFP.

3. Any limitation on the number of proposal pages. Pages exceeding the page limitations set forth will not be read or evaluated, and will be removed from the proposal.

4. **Format for proposal Parts II and III shall be as follows:**

(a) The proposals will be 8 1/2" x 11" paper except for fold-outs used for charts, tables, or diagrams, which may not exceed 11" x 17".

(b) A page is defined as one face of a sheet of paper containing information.

(c) Typing shall not be less than 12 pitch.

(d) Elaborate formats, bindings or color presentations are not desired or required.

ADDENDUM to paragraphs (h):

The Government reserves the right to make **multiple awards based on regions (Oregon, Washington, or Idaho) and areas within those regions (North, South, East, or West) or a combination thereof.**

(End of Addendum to 52.212-1)

BASIS FOR CONTRACT AWARD: This is a competitive selection in which competing offerors technical capabilities and past and present performance history will be evaluated on a basis approximately less important than price related factors. By submission of its offer in accordance with the instructions provided in clause [FAR 52.212-1](#), Instructions To Offerors, the offeror accedes to the terms of this contract and all such offers shall be treated equally except for their Technical and performance records and prices. The evaluation process shall proceed as follows:

(a) Introduction: The Government will award a Blanket Purchase Agreement resulting from this solicitation to the responsible offeror(s) whose offer(s) conforms to the solicitation by evaluating the factors in paragraph (e) Evaluation Factors.

(b) Submission of offers. The proposal shall consist of three separate parts as listed below. Offer is due before or the exact time specified in this solicitation.

(c) Award(s) will be made on the basis of the lowest priced proposal meeting the technical acceptability standard. (In accordance with 15.101-2) The Government intends to award without discussion with respective offerors. Therefore, the Offeror's initial proposal should contain the best terms from a price and technical standpoint. The Government, however, reserves the right to conduct discussion if deemed in its best interest. Furthermore, if discussions are to be conducted, the Government will establish a competitive range. The competitive range shall be comprised of the lowest priced offers than most highly rated proposals, unless the range is further reduced for purposes of efficiency pursuant to FAR 15.306(c)(2). The evaluation process shall proceed as follows:

1. Technical Acceptability: The Government's Technical Evaluation Board (TEB) shall evaluate the offeror's technical proposal on a pass/fail basis.

2. Past Performance: Offerors are required to demonstrate recent (within the last three years), successful performance under contracts (ongoing or complete) which are similar in scope, magnitude, and complexity to the subject requirement.

3. Price: Award will be made to the offeror(s) that propose the lowest price and are determined to be technically acceptable for the locations specified.

(d) Procedures:

All offerors will be required to prepare and submit their complete proposal submission in accordance with the proposal preparation instructions in Provision 52.212-1, of this Request for Proposal. Proposals and other information will be evaluated against the evaluation criteria stated in this provision.

(e) **EVALUATION APPROACH**

1. TECHNICAL:

(i) *Assessment:* The offeror's proposal shall, as a minimum, address Quality control processes as they apply to the SOW. During evaluations of each proposal, the Government will assess each area of the Plan to ensure the offeror meets or exceeds the standards of the contract. The Government will evaluate the technical proposal based on the evaluation criteria described in Section A through B below, which are tailored to specific principal tasks in the SOW. The Government will infer from the offeror's responses to these specified evaluation criteria the offeror's capability to perform to the requirements of the entire SOW. In order to be considered for award, the offeror must demonstrate the ability to provide adequate and qualified staff and expertise to satisfy the statement of work requirements by describing or providing the information requested below:

The evaluation of the Technical proposal will consider the following:

A. **Quality Assurance Plan**, illustrating how you intend to meet these requirements.

2. PAST PERFORMANCE:

(i) *Factor Assessment:* The purpose of Past Performance evaluation is to assess the degree of confidence the Government will have in an Offeror's ability to provide services that meet customer needs. The Past Performance evaluation will assess how relevant the Offeror's contracts on previous efforts of similar size and scope to this acquisition have been rated by their customers. The evaluation will focus on and target performance that is relevant to the principal tasks of the SOW, (i.e., ability to provide adequate transportation, drivers, timely service, etc.) More recent and relevant performance will have a greater impact on the performance confidence assessment than less recent and/or less relevant effort. A performance confidence rating will be assigned based on the offeror's ability to perform the requirements of this solicitation

(ii) *Description of factor:*

(A) The Government will conduct a past performance review of each competitive offeror. Evaluations will be based on present and past performance information provided by the Offeror and gathered from various sources. In addition to the information provided by the Offeror's customers, the Government reserves the right to use data obtained from other Government and commercial sources.

(B) *Recent*: A contract is considered recent when performance of the effort is ongoing or has been completed within the past 3 years. Current performance will have a greater impact in the confidence assessment than less recent performance.

(C) *Relevancy*: The government will perform an independent determination of data relevancy, provided or obtained. The main assessment of relevancy focuses on capability and magnitude. Capability assesses whether the work being performed in the reference is similar to the work in our requirement. Magnitude defines whether the amount of work in the reference is similar to the amount of work in our requirement. An effort is considered relevant when there is a logical connection with document destruction services. The scope of past performance information in value and size shall also be considered in determining relevancy. More relevant performance will have a greater impact on the confidence assessment than less relevant effort.

(D) *Performance*: The government will perform an independent determination for each contract reference, provided or obtained.

(iii) A lack of relevant past performance information shall be rated as an unknown performance risk, having no positive or negative significance. A strong record of relevant or semi-relevant past performance may be considered more advantageous to the Government than a "Neutral/Unknown confidence" rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

(v) Where the performance record indicates performance problems, the Government will consider the number and severity of the problems. The Government will also consider the appropriateness and effectiveness of any corrective actions taken (not just planned or promised) to resolve problems. Offerors will have the opportunity to address any negative or adverse past performance information received during this evaluation (subject to the restrictions of FAR 15.306 (e) (4), for which they have not had an opportunity to address in the past.

3. PRICE:

(i) *Factor Assessment*: This criteria evaluates the overall price (i.e. aggregate for all 5 years of performance) to determine if the proposed price is fair and reasonable. The Government may determine an offer unacceptable if the proposed prices are materially unbalanced which is defined as significantly understated or overstated in relation to the actual cost of that work or when the price is determined not to be fair and reasonable. The individual unit prices listed in Price Schedule will be evaluated using the price analysis techniques prescribed by FAR 15.404-1(b).

(ii) *Ratings*: Price proposals will be evaluated, but not rated.

(iii) *Description of factor*: The Government will conduct a price review of each contract line item. Evaluations will be based on a comparison of the aggregate price of all offerors. The aggregate price is the sum of all five years for contract line items 0001a through 0005g.

(End of Provision)

ATTACHMENTS

ATTACHMENT # 1

Instructions: this form may be used to document your past performance. Forward this form to your reference(s). Request they complete the form and return it to the Contracting Officer before the offer due date and time.

PAST AND PRESENT PERFORMANCE QUESTIONNAIRE

A. **GENERAL INFORMATION:** Please correct any information below known to be inaccurate:

Contractor's Name: _____ Telephone Number: _____
 Address: _____ Fax Number: _____
 _____ Point of Contact: _____

Project Title and Brief Description of Work: _____

Contract Number Provided by Offeror: _____ Dollar Amount: _____

Contract Period or Dates of Performance Provided by Offeror: _____

Contractor performed as the ☐ **Prime** Contractor ☐ **Sub-Contractor** ☐ **Key** Personnel.

Authorization is hereby granted to provide the information requested on this questionnaire:

 Signature of Authorized Offeror Representative Date

 Printed Name and title of Authorized Offeror Representative

B. **RESPONDENT INFORMATION:**

Name of Respondent: _____ **Title:** _____

Address: _____ Telephone Number: _____
 _____ Fax Number: _____
 _____ Email Address: _____

C. **FAX or E-mail COMPLETED SURVEY FORM TO:** Thomas Loy
 Fax: 208-429-2025
 E-mail: Thomas.Loy@va.gov

D. **PERFORMANCE INFORMATION:** Choose the appropriate letter on the scale (E, G, S, M, U, and N) that most accurately describes the contractor's performance or situation. **PLEASE PROVIDE A NARRATIVE EXPLANATION FOR ANY RATINGS OF M or U.**

E	G	S	M	U	N
Exceptional	Good	Satisfactory	Marginal	Unsatisfactory	Neutral
Performance meets contractual requirements with many exceeded to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were highly effective.	Performance meets contractual requirements with some exceeded to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than some minor problems for which corrective actions taken by the contractor were effective.	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor were satisfactory.	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	Performance was not observed or not applicable to the current effort being reported against.

CONTRACTOR'S NAME: _____ CONTRACT NUMBER: _____

***Note:** Include this information on each page of the questionnaire form to ensure there is no mix up in information among contracts surveyed for respective primes/subs, etc.*

Attachment 1 Page 2 of 4

Place an “X” in the appropriate column using the definitions matrix above.

	The contractor:	E	G	S	M	U	N
1	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.						
2	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.						
3	Delegated authority to project managers and supervisors commensurate with contract requirements.						
4	Home office participated in solving significant local problems.						
5	Followed approved quality control plan.						
6	Provided effective quality control and/or inspection procedures to meet contract requirements.						
7	Corrected deficiencies in timely manner and pursuant to their quality control procedures.						
8	Provided timely resolution of contract discrepancies.						
9	Identified problems as they occurred.						
10	Suggested alternative approaches to problems.						
11	Displayed initiative to solve problems.						
12	Was responsive to contract changes.						
13	Provided adequate supervision.						
14	Cooperated with Government/company personnel after award.						
15	Contractor was able to maintain vehicles to required safety standards?						
16	Contractors's employees/drivers performed duties with professionalism?						
17	Contractor was able to meet appointment schedules?						
18	Has the contractor had any Safety problems? If yes, please explain below and discuss resolution.						
19	Has the contractor been compliant with background checks?						
20	Did you have any issues contacting company after normal business hours or weekends?						
21	Did the contractor have adequate ability to track and monitor schedule? Approximate number of monthly trips_____						
22	Were you able to reconcile invoicing easily? How often was the billing accomplish:_____						
23	How would you rate the contractor's overall performance?						
24	Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in “remarks.”	YES			NO		
25	Would you award another contract to this contractor? If not, explain in “remarks.”	YES			NO		
26	Is the contractor rated in CPARS?	YES			NO		

Remarks: _____

***Note:** While these questions are generic and will work as written in many acquisitions, consider them as they relate to each individual acquisition and tailor them as needed and appropriate. Also, when tailoring the form, consider leaving space between questions for comments.*

CONTRACTOR'S NAME: _____ CONTRACT NUMBER _____

E.6 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(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 and past performance, when combined, are less 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.

(End of Provision)

**E.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (APR 2012)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) 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.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in

a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 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.

"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 electronically on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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, for general statistical purposes, 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.

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

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

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

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

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) 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)(11)(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 Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--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, 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 Act-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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, 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 Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act -- Free Trade Agreements -- Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, 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, 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 Act. 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

(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 Act. (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 Act 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 a central contractor registration database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations--(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(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) Sanctioned activities relating to Iran.

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

(2) Representation and Certification. 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; and

(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.

(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.

(End of Provision)