

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ ☒ IS ☐ IS NOT A SMALL BUSINESS SET ASIDE			PAGE 1 OF 1 PAGES	
1. REQUEST NO 09-239-SOL-00010		2. DATE ISSUED 07/08/2009		3. REQUISITION/PURCHASE REQUEST NO. IHS1066327		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5a. ISSUED BY Bemidji Area Indian Health Service 522 Minnesota Ave., NW Bemidji MN 56601						6. DELIVERY BY (Date) 12/31/2009	
5b. FOR INFORMATION CALL: (No collect calls)						7. DELIVERY ☒ FOB DESTINATION ☐ OTHER (See Schedule)	
						9. DESTINATION a. NAME OF CONSIGNEE BEMIDJI AREA OFFICE	
NAME GERTRUDE HEAD			TELEPHONE NUMBER AREA CODE NUMBER			b. STREET ADDRESS 522 MINNESOTA AVE ROOM 119	
8. TO: a. NAME b. COMPANY						c. CITY BEMIDJI	
c. STREET ADDRESS						d. STATE MN	
d. CITY			e. STATE		f. ZIP CODE 56601		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 08/07/2009 1700 CD			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Contract services for Platform development implementation and staff training-8 staff up to 20 facility types 800 surveys year for 1 year, with a 4-year option to renew. Period of Performance: 10/01/2009 to 09/30/2010 Contract services for Platform development implementation and staff training-8 staff up to 20 facility types 800 surveys year for 1 year-option to renew for 4 years. (Option Line Item) Delivery: 12/31/2009 Continued ...						
12. DISCOUNT FOR PROMPT PAYMENT				a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
NOTE: Additional provisions and representations ☐ are ☐ are not attached							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER				16. SIGNER a. NAME (Type or print)		b. TELEPHONE	
b. STREET ADDRESS						AREA CODE	
c. COUNTY				c. TITLE (Type or print)		NUMBER	
d. CITY		e. STATE		f. ZIP CODE			

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
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2 OF

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2	Annual assessment of DEHS Program needs and updates to Platform - 4 year Option to Renew Delivery: 12/31/2009	4	DO		

POINTS OF CONTACT

Project Officer: Diana Kuklinski
Phone: 218/444-0503

Project Officer's responsibility will be to coordinate with the Contractor the technical aspects of this contract. The Project Officer does not have the authority to change or alter the order amount, terms and conditions.

The Project Officer shall be responsible for the following:

1. Monitor the Contractor's technical progress, including the surveillance and assessment of performance and recommend to the Contractor Officer changes to the contract;
2. Perform technical evaluation as required.
3. Perform technical inspections and acceptance as required by this contractor.
4. Assist the contractor in the resolution of technical problems encountered during performance.
5. Certify receipt and acceptance of service by submitting a receiving report within 2 days of acceptance of services provided.

Contract Administrator:

Gertrude Head, Purchase Agent
Bemidji Area Indian Health Service
Contracting Office
522 Minnesota Avenue NW
Bemidji, MN 56601
Phone: 218/444-0479
Fax: 218/444-0484

INVOICE REQUIREMENTS

Contractor shall submit a properly prepared original invoice to the address listed on page 1, block 21 of the contract.

At a minimum, a properly prepared invoice shall include:

1. Name and address of the contractor.
2. Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.
3. Complete IHS contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
5. Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
6. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or a proper notice of assignment).
7. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
8. Taxpayer Identification number (TIN).
9. DUNS number (used with CCR registration for this contract).

Improperly prepared invoices or statements shall be returned to the contractor and may delay payments.

BACKGROUND

The mission of the Bemidji Area Indian Health Service (BAIHS) Division of Environmental Health Services (DEHS) is to reduce the incidence of environmentally related disease and injury in American Indian/Alaska Native populations. The BAIHS DEHS accomplishes this by providing a broad range of environmental health and safety services, including facility surveys, training, investigations, and technical assistance. The BAIHS DEHS currently uses the web-based platform WEBEHRS to log survey dates, attach files, and add miscellaneous activities. However, WEBEHRS is not sophisticated enough to meet our Program's needs for field data entry, analysis of findings, user-generated reports, complaint notification and public access to select information. Use of a more suitable web-based platform would be expected to increase field staffs efficiency and the ease of tracking public health indicators of disease and injury needed to evaluate our program.

The BAIHS DEHS has eight staff that require an electronic data management system to enter data from surveys, disease investigations, complaints, etc. for up to 20 types of facilities (20 or more different PDF fillable forms) for approximately 800 facilities in our region. They need to be able to easily access the data and analyze it for trends.

A technical review team will score proposals according to the technical evaluation plan in Attachment 1.

PART I - SCOPE OF WORK ADMINISTRATIVE REQUIREMENTS

- A. **EFFECTIVE DATE OF COVERAGE** One year, with up to four annual renewals (total, 5 years).

B. **CONTRACTOR'S QUALIFICATIONS**

Only personnel experienced in performing the work required in this contract shall be allowed to perform the work. Contractor shall submit to the Contracting Office, in response to this request for quotation (RFQ), on the contractor's official letterhead the following information :

- (1) **Contractor's Personnel Experience** - In order to satisfy this requirement the contractor shall document in writing the background experience that qualifies each of his/her employees to perform the work specified herein. Qualified personnel shall be interpreted to mean demonstrated experience in the development and maintenance of electronic data management systems to track facility surveys, complaints, disease investigations, and generation of reports required by departments of environmental health.
- (2) **Listing of References** - Contractor shall submit written documentation of experience in performing identical services over the past 5 years. This requirement shall be fulfilled by listing the name of three firms (or governmental entities) for which the contractor's personnel have performed similar work as outlined in this contract. Contractor shall include the name of each firm (or governmental entity) along with a name and a telephone number of a management official that can be contacted to verify the contractor's past track experience in performing similar services. Contractor's employees other than those initially authorized to perform the work will not be allowed to perform work under the contract. Contractor may submit documentation for other personnel to qualify them for the work. Such documentation shall be submitted to the COTR for evaluation 5 workdays prior to the contractor's intended date of start-up.

C. **GUARANTEE OF WORK**

Contractor shall guarantee that all work furnished is in accordance with the scope of work specified herein. If errors should develop during the period of such guarantee is in force, the Contracting Officer shall immediately notify the contractor in writing of such defect. The government thereupon shall have the right, by a written notice to that effect, to require the contractor to correct all errors. If upgrades to the contractor's infrastructure is necessary, these will be at no additional cost to the offeror.

- D. **RENEWAL OPTIONS** – Four; annual renewal for a total of 5 years.

PART II - SCOPE OF WORK TECHNICAL REQUIREMENTS

- A. **TYPE OF CONTRACT** – Service. Contractor shall furnish all professional and technical support services, materials, and supplies for the effective date of coverage of this contract, as necessary for a comprehensive web-based platform that will consolidate the administrative functions of the BAIHS DEHS Program.
- B. **LEVEL OF SERVICE** - Services shall include development of the following aspects of an environmental health data management platform:
- (1) Assessment of the BAIHS DEHS Program's needs in data entry and management for surveys, complaints, investigations, reports, public access, notification, and other activities.
 - (2) Development of a web-based environmental health platform to consolidate the functions of field data entry, analysis, and reporting.
 - (3) Maintenance/update of the environmental health platform based on BAIHS DEHS Program needs.
 - (4) Training of BAIHS DEHS staff in use of web-based environmental health platform.
 - (5) Migration of any data required by IHS Headquarters DEHS to WEBEHS.
- C. **APPLICABLE DEFINITIONS** - The following definitions shall assist the contractor in understanding government terminology.

Survey – Also known as “inspection”. A visit made by DEHS staff to a facility to ascertain risk factors, make recommendations, and issue a report of findings.

Facility Type – The types of facilities for which an audit or survey is completed by DEHS staff. These include the following 20 types: food service establishments, multi-purpose/community buildings, campgrounds/RV parks/marinas, food warehouses, trading posts/convenience stores, foster/daycare homes, solid waste transfer stations, day care centers, swimming pools, healthcare, Head Start, casino/gaming, celebrations/fairs, lodging, barbershop/hair salon/tattoo parlor/health spa, home assessments, O&M program audit, schools, elderly nutrition centers, video display terminal ergonomics.

WEBEHS – Web-Based Environmental Health Reporting System. A system developed and maintained by IHS Headquarters that allows users to enter dates of surveys, track when surveys are due, attach files, and enter environmental health activities.

D. SCOPE OF WORK

- (1) Development of a comprehensive system for managing environmental health survey and investigation data. This system must allow the efficient entry of an entire survey, complaint or other investigation, into the system, including comments, attachments such as digital photos, and other supporting documentation. The system must also allow for scheduling of surveys, including email or other alerts notifying DEHS staff of upcoming due dates or appointments. The system must be searchable by facility name, comments, violations, or other queries.
- (2) Ability to use this data managements system on laptop or tablet PC's, allowing DEHS staff to enter information in the field. The devices will automatically transmit data to the main system without any additional data entry.
- (3) Public access to select information through the BAIHS DEHS website, presented in a user-friendly format. The contractor will work with the BAIHS DEHS to determine the level of public access to survey, complaint, and disease investigation data.
- (4) Capability to send e-mail alerts to the public (e.g., staff of tribal health departments, IHS and tribal health care facilities, etc.) on surveys, complaints, investigations, health bulletins, recall information, etc.
- (5) Capability to automatically communicate via fax with facilities or consumers, singly or in groups.
- (6) A comprehensive web-based database, designed with BAIHS DEHS input, that allows full control of and easy access to all entered records with the click of a mouse. The system must allow staff to digitally archive and track data from all surveys, investigations, etc. The system should allow unlimited queries, reports, and analyses of the data.
- (7) The system will allow complaints to be input by staff and tracked. The complaint system will have capability for online complaint submission by the general public. Complaints entered will be automatically dispatched to the appropriate staff.
- (8) Technical support to the BAIHS DEHS staff via phone and email.
- (9) Full hosting and infrastructure support to handle this system and associated Internet traffic without any additional equipment or expense to the client. Contractor will be responsible for the support and maintenance of the data management system and its functionality and reliability at all times.

- (10) Unlimited user access to the database from any computer in the world that has Internet access. Contractor shall address security of data entry and retrieval – access by authorized users and customization of levels of access.
- (11) Capability and seamless integration of additional forms and programs.

E. CONTRACTORS LIMITATIONS - During performance of the work the contractor shall assure a minimum of interruption in the activities of the BAIHS DEHS staff.

F. CONTRACTORS NEEDS - In the response to this RFQ, bidders shall indicate any special requirements necessary for performance of the work (e.g., training space, easel, blackboard, computer equipment, radios, paper, binders, assistance).

G. SUBMITTALS - Upon completion of the work awarded under the contract the contractor shall submit to the COTR the following documents.

- (1) Demonstration with the BAIHS DEHS requirements in place.
- (2) Demonstration of reports, with examples.
- (3) Verification of features.

H. MINIMUM PERFORMANCE STANDARDS

- (1) Response Time: N/A
- (2) Guaranteed Up Time: 24/7
- (3) Confirmation of Codes and Standards: N/A
- (4) Non-OEM Parts (Reconditioned): N/A

PROPOSAL INSTRUCTIONS

To be considered for this contract you must submit a complete response package by the closing date of this announcement.

All documents submitted must be clear and legible in order to be considered.

Facsimile and e-mail is acceptable – this office is not responsible for incomplete transmissions. You should duplicate and retain copies, since request for copies will not be honored. All documents become the property of the Indian Health Service and subject to retention by this office.

Your proposal package and required forms must be received in our office no later than 5:00PM local time on the closing date of the announcement. Proposal packages and required forms must be identified by this solicitation number and submitted to the address below:

Bemidji Area Indian Health Service
Contracting Branch
Attn: Gertrude Head, Purchase Agent
522 Minnesota Avenue NW
Bemidji, MN 56601

Contact Information:

Gertrude Head, Purchase Agent
Telephone Number: 218/444-0479
Fax number: 218/444-0484
Email: Gertrude.Head@ihs.gov

52.204-7 Central Contractor Registration. (APR 2008)

As prescribed in 4.1104, use the following clause:

CENTRAL CONTRACTOR REGISTRATION (APR 2008)

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(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible 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.

(g)(1)(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 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 of the FAR; 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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(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.

(2) 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 FAR 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.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATIONS (HHSAR)

352.202-1 Definitions

352.224-70 Confidentiality of Information

352.232-9 Withholding of Contract Payments

352.270-6 Publications and Publicity

352.270-7 Paperwork Reduction Act

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

As prescribed in 52.107(b), insert the following clause:

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):
[Insert one or more Internet addresses]

(End of clause)

52.212-1 Instructions to Offerors - Commercial Items. (JUN 2008)

52.212-2 Evaluation - Commercial Items. (JAN 1999)

As prescribed in 12.301(c), the Contracting Officer may insert a provision substantially as follows:

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:

Evaluation Methodology

All technical proposals will be evaluated by the team. The evaluation will rate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offeror's written proposal.

The technical proposal is a narrative description of how the offeror proposes to accomplish the Statement of Work as identified in the Request for Proposals (RFP). The following are criteria which will be used for the purpose of evaluating offers, along with their relative weight of importance:

Criterion	Weight
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A. Technical Qualifications	35
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The technical proposal must include qualifications and experience of the contractor's personnel who will develop and provide technical assistance in implementing the electronic data system. The evaluation will be based on the description of the consultant's knowledge and experience in the development and implementation of electronic data systems for public health and environmental health programs and their level of participation.

<u>B. Management</u>	35
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The technical proposal must include the following information in sufficient detail to allow a complete analysis of the offeror's capabilities and responsibility.

1. Capability to provide services within the time limits required.
2. Possession of the necessary organization, experience and technical skill to perform the work.

<u>C. Past Performance</u>	30
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Contractor shall submit written examples illustrating their experience in performing similar services over the past 5 years. This requirement shall be fulfilled by listing the name of three firms (or governmental entities) for which the contractor's personnel have performed similar work as outlined in this contract. Contractor shall include the name of each firm (or governmental entity) along with a name and a telephone number of a management official that can be contacted to verify the contractor's past track experience in performing similar services.

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE.

This contract incorporate 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): www.arnet.gov

52.202-1 Definitions. (JUL 2004)

52.204-7 Central Contract Registration (APR 2008)

52.204-9 Personal Identity Verification of Contractor Personnel (SEPT 2007)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)
52.212-4 Contract Terms and Conditions - Commercial Items. (MAR 2009)

52.211-5 Material Requirements. (AUG 2000)

52.223-13 Certification of Toxic Chemical Release Reporting. (AUG 2003)

52.223-14 Toxic Chemical Release Reporting. (AUG 2003)

52.224-1 Privacy Act Notification. (APR 1984)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.232-1 Payments. (APR 1984)

52.232-8 Discounts for Prompt Payment. (FEB 2002)

52.232-9 Limitation on Withholding of Payments. (APR 1984)

52.233-1 Disputes. (JUL 2002)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)

52.242-15 Stop-Work Order.

52.243-1 Changes – Fixed Price. Alternate I**52.247-34 F.O.B Destination.****52-249-4 Termination for Convenience of the Government (Services) (Short Form)> APR 1984)****52.249-8 Default (Fixed Price Supply and Service).(APR 1984)****CLAUSES BY FULL TEXT****52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items. (APR 2009)**

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (APR 2009)

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(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: Contracting Officer check as appropriate.

[](1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 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 (DEC 2008)(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 (Section 1553 of Pub. L. 111-5).

[] (4) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (MAR 2009) (Pub. L. 111-5).

[] (5) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

[] (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (7) Reserved.

[] (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-6.

[] (iii) Alternate II (MAR 2004) of 52.219-6.

[] (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

[] (ii) Alternate I (OCT 1995) of 52.219-7.

[] (iii) Alternate II (MAR 2004) of 52.219-7.

[] (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

[] (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.

[] (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

[] (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (14)(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 (JUN 2003) of 52.219-23.

[] (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (16) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)(15 U.S.C. 657 f).

[] (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

[] (19) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[] (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

[] (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[] (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

[] (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

[] (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

[] (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

[] (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

[] (27) 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.)

[] (28)(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.)

[] (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[] (30)(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.

[] (31) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (FEB 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

[] (ii) Alternate I (JAN 2004) of 52.225-3.

[] (iii) Alternate II (JAN 2004) of 52.225-3.

[] (33) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[] (34) 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).

[] (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (37) 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)).

[] (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (39) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[] (40) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[] (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

[] (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (43)(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: (Contracting Officer check as appropriate.)

[] (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.).

[](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (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 (FEB 2002) (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

[](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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.
 - (iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
 - (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, Employment 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)

52.216-24 Limitation of Government Liability. (APR 1984)

As prescribed in 16.603-4(b)(2), insert the following clause in solicitations and contracts when a letter contract is contemplated:

LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

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(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding []dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is []dollars.

(End of clause)

52.216-25 Contract Definitization. (OCT 1997)

As prescribed in 16.603-4(b)(3), insert the following clause:

CONTRACT DEFINITIZATION (OCT 1997)

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(a) A [insert specific type of contract] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [insert specific type of proposal; e.g., fixed-price or cost-and-fee] proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data]:

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

As prescribed in 17.208(g), insert a clause substantially the same as the following:

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of clause)