# SECTION A

PAGE 1 OF

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

a. NAME

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL

TIME

9. ISSUED BY

CODE

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

HUBZONE SMALL

BUSINESS

SERVICE-DISABLED

VETERAN-OWNED

SMALL BUSINESS

WOMEN-OWNED SMALL BUSINESS

(WOSB) ELIGIBLE UNDER THE WOMEN-OWNED

SMALL BUSINESS PROGRAM

EDWOSB

8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-

TION UNLESS BLOCK IS

MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A

RATED ORDER UNDER

DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

DUNS:

DUNS+4:

PHONE:

FAX:

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED.

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE

ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

29. AWARD OF CONTRACT: REF. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OFFER

COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. YOUR OFFER ON SOLICITATION

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY

(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE

ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION

(REV. 2/2012)

PREVIOUS EDITION IS NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.212

7. FOR SOLICITATION

INFORMATION CALL:

STANDARD FORM 1449

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 78

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

VA786-14-R-0355

12-12-2014

John M. Carlock

317-916-3863

01-09-2015

43C1

Department of Veterans Affairs

NCA Contracting Service

MSN IV

575 N. Pennsylvania Street. Suite 495

Indianapolis IN 46204

X

100

X

327390

500 Employees

N/A

X

Abraham Lincoln National Cemetery

20953 West Hoff Road

Elwood IL 60421

43C1

Department of Veterans Affairs

NCA Contracting Service

575 N. Pennsylvania Street. Suite 495

Indianapolis IN 46204

Department of Veterans Affairs

Financial Service Center

P.O. Box 149971

Austin, TX 78714

http:www.ob10.com/us/en/veterans-affairs

Provide concrete grave liners and open pre-placed crypts

along with 2nd interments

See Schedule of Prices Pages 8-12

DUNS#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

0

TAX ID #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Submit proposal via VA eCMS Vendor Portal website at

https://www.vendorportal.ecms.gov

Set-Aside 100% Service Disabled Veteran Owned Small Business

X

X

X

JOHN M. CARLOCK

## A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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# SECTION B - CONTINUATION OF SF 1449 BLOCKS

## B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. GOVERNMENT: Contracting Officer 00786 John M. Carlock

Department of Veterans Affairs

National Cemetery Administration

NCA Contracting Service (43C1)

575 N. Pennsylvania Street, Suite 495

Indianapolis, IN 46204

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

|  |  |
| --- | --- |
| [] | 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or |
| [] | 52.232-36, Payment by Third Party |

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [Monthly]

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically at <http://www.fsc.va.gov/einvoice.asp> in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests (NOV 2012).

5. SOLICITATIONS:

Proposals for furnishing the supplies or services in the Schedule will be received at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

Offerors must complete and return all information designated in FAR Provision 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS, paragraph b, prior to the time specified in Block 8 of SF 1449 in order to be considered for award and the information shall be forwarded to the address in Block 9.

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

AMENDMENT NO DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. NOTICE TO PROSPECTIVE CONTRACTOR(S):

Prospective awardees MUST be registered with SAM at http://www.sam.gov, prior to award and through final payment, and the Online Representations and Certifications Application (ORCA) at http://www.sam.gov prior to award and through final payment.

Contract will not be awarded until SAM registration has been completed.

7. SUBMISSION OF OFFERS THROUGH THE VENDOR PORTAL

Proposals must be submitted through the Department of Veterans Affairs - Electronic Contract Management System (eCMS) Vendor Portal website in order to be considered for award. <https://www.vendorportal.ecms.va.gov>

a. Please go to the VA eCMS Vendor Portal website at https://www.vendorportal.ecms.va.gov to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on ‘Request a user account’ to register. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov. Submission of proposals through email will not be accepted. Proposal transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.

b. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, John M. Carlock at [john.carlock@va.gov](mailto:john.carlock@va.gov) as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror’s ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.

c. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 9 of the SF-1449 above.

d. The proposal package should contain the following:

* + SF-1449 with completed blocks 17a & 30(a, b & c) and fill in the DUNS, Tax I.D. and Email on this page (above).
  + Acknowledgement of any Amendments…this page (above).
  + Price Proposal for all items in the Schedule of Prices. (section B)
  + Past Performance Questionnaire. Fill out and return with Proposal Package. (section D)
  + Technical proposal – 2 copies (see FAR Clause 52.212-2 “Evaluation – Commercial Items”, addendum to 52.212-2 and additional instruction to offerors. (section E)
    1. One copy of the technical proposal should NOT identify any of the company’s name, address or logo.
  + Completed FAR Provision 52.212-3 “Certifications and Representations” and indicate whether contractor has completed the annual representations and certifications electronically at <http://www.sam.gov>. (section E)
  + Required Licenses, Bonding, Insurance, Resume’s, etc.

Please note – If any of the Proposal Package information is not provided by the proposal due date, your proposal package may be found Technically Unacceptable.

All questions pertaining to this solicitation shall be submitted via email to John M. Carlock [John.Carlock@va.gov](mailto:John.Carlock@va.gov) no later than 12/16/2014 at 10:00 a.m. EDT. Responses to all questions received by this date will be posted on FedBizOps within two (2) business days following 12/16/2014. No questions will be answered by phone calls and no questions will be accepted after that date.

8. MISSING PAGES:

It is the responsibility of the offeror to examine this solicitation to verify that he or she has received all pages. In addition, in compiling this package, some pages may have been duplicated. If the offeror feels that pages are missing or duplicated, the offeror is encouraged to contact the Contracting Officer at the telephone number shown in Block 7B, Standard Form 1449, Solicitation / Contract / Order for Commercial Items.

9. ACQUISITION:

Total (100%) Service Disabled Veteran Owned Small Business Set-Aside: This is a solicitation for commercial items prepared in accordance with the format in FAR 12.3. The contract will be awarded by Government to furnish Grounds Maintenance services. All quantities shown in the schedule are estimated. Therefore, there is no guarantee, stated or implied, as to the actual quantities that will be purchased under this contract. See Part III, Clause FAR 52.216-21, Requirements (OCT 1995).

In accordance with FAR 12.101, to furnish and install concrete grave liners and open pre-placed crypts as well as some second 2nd interment services requested in this solicitation are commercial item services that are used by commercial sector/private industry cemeteries throughout the United States. The government anticipates awarding this solicitation as a fixed-price contract. The services provided in the contract will involve non-personal services. The personnel rendering the services of the contract are not subject, either by contract terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

10. TYPE OF CONTRACT:

This is a fixed-price contract in accordance with FAR 52.216-1 Type of Contract. Furnish and install grave liners and associated non-personal services.

11. CONTRACT AWARD:

The contract will become effective as soon as practical with no additional cost to the Government for any elapsed time from the original effective date. It is also, understood and agreed that the effective date of this contract will be contingent upon the availability of appropriated funds and in the event appropriations are not available the contract award will be postponed.

12. CONTRACT TERMS:

The term of this contract shall be for a period 10/01/2014 or date of award, whichever is later through September 30, 2015 with four (4) 1-year options if exercised through September 30, 2019. Contractor shall submit an invoice at the end of each month. Delivery of all items under this contract is FOB Destination and is subject to inspection and acceptance by the VA Contracting Officer's Representatives (COR).

13. AUTHORITIES OF GOVERNMENT PERSONNEL:

Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The Government shall provide, at the time of contract award, a list of Government personnel authorized to act as the Contracting Officer's Representatives (COR).

14. CONTRACTOR’S FOREMAN/SUPERVISOR:

Contractor must provide an English Speaking Foreman/Supervisor at all times while performing the duties of the contract. This is to ensure proper communication between the Contractor and COR.

15. SITE VISIT:

Offerors are urged and expected to inspect all sites where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect a one or all sites constitute grounds for a claim after contract award. If you plan to conduct a site visit / inspection of the Abraham Lincoln National Cemetery, YOU MUST CONTACT Timothy Jilek at 815-423-9958, timothy.jilek@va.gov to make arrangements.

16. POST AWARD CONFERENCE:

Prior to commencement of work, contractor shall make an appointment for a conference with the COR to assure that all parties understand all contractual obligations and the role that each party serves.

17. AGENTS/BRANCHES:

If the offeror maintains agents/branches, the Department of Veterans Affairs is to be provided with a list containing any information necessary indicating how and with whom orders are to be placed.

18. FEDERAL HOLIDAYS:

January New Year’s Day, Martin Luther King’s Birthday

February President’s Day

May Memorial Day

July Independence Day

September Labor Day

October Columbus Day

November Veterans Day, Thanksgiving Day

December Christmas Day

Including any other day specifically declared by the President of the United States to be a national holiday.

19. LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE (JUN 2011):

This contract includes (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor’s compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor’s offices where the contractor’s business records or other proprietary data are retained and to review such business records regarding the contractor’s compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of

Conflicts of Interest Agreement” to ensure the contractor’s business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining Access to Proprietary Information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor’s compliance with the limitations on subcontracting or percentage of work performance requirement.

20. SBA ACT 8(d)(13)(B)

(B) NOTICE.—

(i) IN GENERAL.—A prime contractor for a covered contract shall notify in writing the contracting officer for the covered contract if the prime contractor pays a reduced price to a subcontractor for goods and services upon completion of the responsibilities of the subcontractor or the payment to a subcontractor is more than 90 days past due for goods or services provided for the covered contract for which the Federal agency has paid the prime contractor.

(ii) CONTENTS.—A prime contractor shall include the reason for the reduction in a payment to or failure to pay a subcontractor in any notice made under clause (i). The reason to include it is in SBA ACT 8(d)(13)(C) PERFORMANCE.—A contracting officer for a covered contract shall consider the unjustified failure by a prime contractor to make a full or timely payment to a subcontractor in evaluating the performance of the prime contractor.

**B.2 SCHEDULE OF PRICES:**

**CONCRETE GRAVE LINERS:** The Contractor shall manufacture, deliver and install concrete grave liners fabricated in strict accordance with GSA Commercial Item Description A-A-30194: Type-I, Style-I, Liner, Grave, Concrete; and opening of pre-placed crypts, along with some 1st and 2nd interments at the Abraham Lincoln National Cemetery, 20953 W. Hoff Road, Elwood, IL 60421. Contractor will be notified of delivery requirements 24 hours in advance. The unit price indicated in the Schedule covers the production and transportation only.

**BASE PERIOD Date of Award through September 30, 2015**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **CLIN** | **DESCRIPTION** | | **ESTIMATED**  **QUANTITY** | **UNIT** | **UNIT PRICE** | | **TOTAL PRICE** |
| **0001** | **Small liner – 147.32cm X 50.8cm X 45.72cm (58” X 20” X 18”)** | | **4** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **0002** | **Medium liner – 218.44cm X 76.2cm X 66.4cm (86” X 30” X 26”)** | | **150** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **0003** | **Oversize liner – 228.6cm X 86.36cm X 73.66cm (90” X 34” X 29”)** | | **15** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **0004** | **Extra-large liner – 243.84cm X 91.44cm X 76.2cm (96” X 36” X 30”)** | | **4** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **0005** | **Pre-placed crypt burials & pre-set grave liner burials** | | **1800** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **0006** | **2nd Interment casket grave liner burials** | | **50** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **0007** | **Extra, extra large liner**  **(96” X 48 1/2” X 40”)** | | **7** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **0008** | **Service to install grave liners** | | **180** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **0009** | **Disinterment: casket from one section to another within cemetery limits** | | **4** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | | **Total Contract Price For Base Period:** | | | | $\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

**OPTION YEAR 1 October 1, 2015 – September 30, 2016**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **CLIN** | **DESCRIPTION** | | **ESTIMATED**  **QUANTITY** | **UNIT** | **UNIT PRICE** | | **TOTAL PRICE** |
| **1001** | **Small liner – 147.32cm X 50.8cm X 45.72cm (58” X 20” X 18”)** | | **5** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **1002** | **Medium liner – 218.44cm X 76.2cm X 66.4cm (86” X 30” X 26”)** | | **175** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **1003** | **Oversize liner – 228.6cm X 86.36cm X 73.66cm (90” X 34” X 29”)** | | **15** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **1004** | **Extra-large liner – 243.84cm X 91.44cm X 76.2cm (96” X 36” X 30”)** | | **5** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **1005** | **Pre-placed crypt & pre-set grave liner burials** | | **2000** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **1006** | **2nd Interment casket grave liner install burials** | | **60** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **1007** | **Extra, extra large liner**  **(96’ x 48 ½” x 40”)** | | **10** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **1008** | **Service to install grave liners** | | **210** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **1009** | **Disinterment: casket from one section to another within cemetery limits** | | **5** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | | **Total Contract Price For Option Year 1:** | | | | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |

**OPTION YEAR 2 October 1, 2016 – September 30, 2017**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **CLIN** | **DESCRIPTION** | | **ESTIMATED**  **QUANTITY** | **UNIT** | **UNIT PRICE** | | **TOTAL PRICE** |
| **2001** | **Small liner – 147.32cm X 50.8cm X 45.72cm (58” X 20” X 18”)** | | **5** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **2002** | **Medium liner – 218.44cm X 76.2cm X 66.4cm (86” X 30” X 26”)** | | **180** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **2003** | **Oversize liner – 228.6cm X 86.36cm X 73.66cm (90” X 34” X 29”)** | | **15** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **2004** | **Extra-large liner – 243.84cm X 91.44cm X 76.2cm (96” X 36” X 30”)** | | **8** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **2005** | **Pre-placed crypt &pre-set grave liner burials** | | **2200** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **2006** | **2nd Interment casket grave liner install burials** | | **70** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **2007** | **Extra, extra large liner**  **(96” x 48 ½” x 40”)** | | **12** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **2008** | **Service to install grave liners** | | **220** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **2009** | **Disinterment: casket from one section to another within cemetery limits** | | **5** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | | **Total Contract Price For Option Year 2:** | | | | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |

**OPTION YEAR 3 October 1, 2017 – September 30, 2018**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **CLIN** | **DESCRIPTION** | | **ESTIMATED**  **QUANTITY** | **UNIT** | **UNIT PRICE** | | **TOTAL PRICE** |
| **3001** | **Small liner – 147.32cm X 50.8cm X 45.72cm (58” X 20” X 18”)** | | **5** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **3002** | **Medium liner – 218.44cm X 76.2cm X 66.4cm (86” X 30” X 26”)** | | **190** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **3003** | **Oversize liner – 228.6cm X 86.36cm X 73.66cm (90” X 34” X 29”)** | | **15** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **3004** | **Extra-large liner – 243.84cm X 91.44cm X 76.2cm (96” X 36” X 30”)** | | **8** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **3005** | **Pre-placed crypt & pre-set grave liner burials** | | **2400** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **3006** | **2nd Interment casket grave liner install burials** | | **80** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **3007** | **Extra, extra large liner**  **(96” x 48 ½” x 40”)** | | **12** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **3008** | **Service to install grave liners** | | **230** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **3009** | **Disinterment: casket from one section to another within cemetery limits** | | **5** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | | **Total Contract Price For Option Year 3:** | | | | **$\_\_\_\_\_\_\_\_\_\_\_\_\_** | |

**OPTION YEAR 4 October 1, 2018 – September 30, 2019**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **CLIN** | **DESCRIPTION** | | **ESTIMATED**  **QUANTITY** | **UNIT** | **UNIT PRICE** | | **TOTAL PRICE** |
| **4001** | **Small liner – 147.32cm X 50.8cm X 45.72cm (58” X 20” X 18”)** | | **5** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **4002** | **Medium liner – 218.44cm X 76.2cm X 66.4cm (86” X 30” X 26”)** | | **200** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **4003** | **Oversize liner – 228.6cm X 86.36cm X 73.66cm (90” X 34” X 29”)** | | **15** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **4004** | **Extra-large liner – 243.84cm X 91.44cm X 76.2cm (96” X 36” X 30”)** | | **8** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **4005** | **Pre-placed crypt & pre-set grave liner burials** | | **2600** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **4006** | **2nd Interment casket grave liner install burials** | | **90** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **4007** | **Extra, extra large liner**  **(96” X 48 ½” x 40”)** | | **12** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
| **4008** | **Service to install grave liners** | | **240** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **4009** | **Disinterment: casket from one section to another within cemetery limits** | | **5** | **EA** | **$\_\_\_\_\_\_\_\_\_\_\_** | | **$\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | | **Total Contract Price For Option Year 4:** | | | | **$\_\_\_\_\_\_\_\_\_\_\_\_\_** | |

**Aggregate Contract Price (Base Period and All Option Years: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

B.3 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The contractor shall provide all labor, materials and transportation necessary to furnish and install Style I - Concrete Grave Liners (Box with Separate Lid), F.O.B. destination within consignee premises, to Abraham Lincoln National Cemetery, 20953 W. Hoff Road, Elwood, IL, 60421, in accordance with requirements of Commercial Item Description (CID), No. A-A-30194, dated July 26, 1993 below. Liners shall be Style 1 Box and a flat lid with 15.24 cm x 15.24 cm x 25.40 cm (6” x 6” x 10”) gauge-welded mesh, 0.95 cm (3/8”) rebar reinforcement on the sides and ends using chairs.

The contractor shall provide all necessary labor, equipment and materials to perform pre-placed crypt burials, 2nd interment casket burials and casketed disinterment at the Abraham Lincoln National Cemetery, 20953

##### B.3.1 INSIDE DIMENSIONS

Small Liner 147.32cm by 50.8cm by 45.72cm

(58 inches by 20 inches by 18 inches)

Medium Liner 218.44cm by 76.2cm by 66.4cm

(86 inches by 30 inches by 26 inches)

Oversize Liner 228.6cm by 86.36cm by 73.66cm

(90 inches by 34 inches by 29 inches)

Extra Large Liner 243.84cm by 91.44cm by 76.2cm

(96 inches by 36 inches by 30 inches)

B.3.1.2 INSCRIPTIONS

Date of manufacture shall be inscribed on both box and lid. Inscription shall be visible from the end of the box and lid.

B.3.2 GENERAL REQUIREMENTS

It shall be the contractor's responsibility to keep pace with the grave liner requirements of the Abraham Lincoln National Cemetery in presenting grave liners; to remain in close proximity to excavation crews as directed and customarily required by National Cemetery policy and remain on station until grave covers are in place. More than one crew may be used daily for excavation, which will result in several different burial sections being used simultaneously. Abraham Lincoln National Cemetery uses a gravesite measuring 3' x 10' & 3’ x 8’ in the pre-placed crypt section(s) and 5' x 10' in other burial sections. This shall require exact preciseness in placement of grave liners. Grave depths are generally 5 to 7 feet deep but may exceed seven feet.

##### B.3.3 INSTALLATION

All installations normally associated with the placement of the grave liners shall be the contractor's responsibility. Sufficient manpower and equipment shall be provided by the contractor for the safe, acceptable and timely installation of the units. Contractor's equipment and operating procedures shall meet all OSHA AND DOT requirements. The National Cemetery will not provide employees to assist with the installation. The installation of the grave liners requires a sufficient crew to lower the grave liner into the grave as not to cause a cave-in. If a cave-in results, the contractor shall be responsible for making repairs and correcting deficiencies. When lowering the grave liner, the contractor shall keep the liner level at all times preventing it from going side to side as well. Contractor shall assure that grave liners are properly guided into the grave.

Grave liners shall be visually spotted and placed in accordance with gravesite alignment. The Cemetery reserves the right to determine what constitutes an acceptably placed unit in accordance with placement requirements.

Removal, replacement or corrective work resulting from negligence by the Contractor, shall be corrected at no additional cost and shall not interfere with the normal performance of the contract. Corrective work will not result in delays for the scheduled interments or result in employees of Abraham Lincoln National Cemetery having to work beyond the normal working hours of 8:00 a.m. to 4:30 p.m.

B.3.3.1GRAVE LINER INSTALLATION (1ST & 2ND INTERMENTS)

Contractor’s base of operation shall be inside the maintenance compound at Abraham Lincoln National Cemetery. Cemetery director will determine the exact location. Cemetery staff will be responsible for transportation of casket from committal shelter to the staging area in the compound. Contractor shall unload casket from cemetery vehicle and place the casket into the grave liner using a lowering device, then deliver the grave liner to the burial section using a self propelled light weight vehicle, portable vault carrier or similar equipment with turf tires or track drive system subject to the Director’s approval that shall prevent damage to turf, headstones, irrigation systems and government property. Contractor shall be responsible to transport no more than 3 floral arrangements per gravesite. Vault trucks shall not be allowed in the burial sections. Grave liners are to be transported from the roadway to the gravesite by the contractor in a safe and dignified manner.

In gravesites that are excavated to 7’, contractor will place a second grave liner on top of the first grave liner; flatten lid hooks on 1st grave liner to allow for placement of the second grave liner unless the COTR advises otherwise.

Contractor shall be responsible for the clean-up of any mud brought into the cemetery compound by the contractor’s equipment.

##### B.3.3.2 PRE-PLACED CRYPT BURIALS (1st & 2nd Interment)

Cemetery staff will excavate to the top of crypt lids. Contractor shall prep crypt lid for removal by cleaning debris from top and side of crypt lid lift hooks/crevices. Contractor shall remove and re-install lids by means of using a self-propelled light weight vehicle, portable vault carrier or similar equipment with turf tires or track drive system approved by the cemetery director that will safely lift lids preventing damage to pre-placed crypts, headstones, turf, and irrigation systems. All lids removed shall be temporarily placed or aligned in an orderly aesthetically manner not to damage lids or government property. Contractor shall remove shelf supports, clean any debris from bottom of crypt to allow for proper placement of remains, replace shelf supports, place divider provided by cemetery, install felt between base & lid, and place lid securely on crypt base.

Cemetery staff will be responsible for transportation of casket from committal shelter to the road next to the pre-placed crypt burial section. Contractor shall unload casket from cemetery vehicle and transfer the casket to a portable flatbed/light weight utility vehicle with turf tires and enclosed sides as to not expose the casket while transporting to gravesite, subject to the Director’s approval, that will minimize damage to turf. Contractor shall be responsible to transport no more than 3 floral arrangements per gravesite. Vault trucks shall not be allowed in the burial sections. Caskets are to be transported from the roadway to the gravesite by the contractor in a safe and dignified manner. Casket shall be lowered into the pre-placed crypt using a contractor provided lowering device or a cemetery provided lowering device system. All open gravesite areas shall be secured or covered by approved safety devices or otherwise deemed by the cemetery COTR.

(Example) 2nd interments shall be covered until casketed remains arrive because the lid is removed and contractor sets up device ahead of time.

Contractor shall be responsible for the clean-up of any mud brought into the cemetery compound by the contractor’s equipment.

B.3.3.3 PRE-PLACED GRAVE LINER (2nd INTERMENT)

Cemetery staff will excavate occupied grave to the previously installed grave liner lid. Contractor will prep all top or side lid lifting hooks/crevices. Contractor shall remove and re-install lids by means of a cemetery director approved piece of equipment or vehicle that shall safely lift lids preventing damage to pre-placed grave liners, headstones, turf, and irrigation systems. All lids removed shall be temporarily placed or aligned in an orderly aesthetically manner not to damage lids or government property. Contractor shall clean out any debris in the bottom if the grave liner for proper placement of the casket. Cemetery staff will be responsible for transportation of casket from committal shelter to the road next to the occupied gravesite burial section. Contractor shall unload casket from cemetery vehicle and transfer the casket to a portable flatbed/light weight vehicle with turf tires and enclosed sides as to not expose casket while transporting to gravesite, subject to the Director’s approval, that will minimize damage to turf. Contractor shall be responsible to transport no more than 3 floral arrangements per gravesite. Vault trucks shall not be allowed in the burial sections. Caskets shall be transported from the roadway to the gravesite by the contractor in a safe and dignified manner. Casket will be lowered into the previously installed grave liner using a lowering device. Lid placement will be made immediately after casket is placed in the grave liner.

All open gravesite areas shall be secured or covered by approved safety devices or otherwise deemed by the cemetery COTR.

(Example) 2nd interments shall be covered until casketed remains arrive because the lid is removed and contractor sets up device ahead of time.

Contractor shall be responsible for the clean-up of any mud brought into the cemetery compound by the contractor’s equipment.

B.3.3.4 PRE-PLACED CRYPT DISINTERMENT TO GRAVE LINER INSTALLATION

Disinterment: Cemetery staff will excavate to the top of crypt lids. Contractor shall prep crypt lid for removal by cleaning debris from top and side of crypt lid lift hooks/crevices. Contractor shall screen work area from public view using portable screens as needed. Contractor shall remove and re-install lids by means of a cemetery director approved piece of equipment or vehicle that shall safely lift lids and casket preventing damage to casket, pre-placed crypts, headstones, turf, and irrigation systems. All lids removed shall be temporarily placed or aligned in an orderly aesthetically manner not to damage lids or government property. Contractor shall remove casketed remains from crypt gravesite in a dignified manner approved by the cemetery COTR and transport remains to the newly established gravesite within the cemetery grounds using a portable flatbed/light weight vehicle with turf tires and enclosed sides as to not expose casket while transporting to gravesite.

Grave liner Installation: All grave liner installation requirements shall apply here for re-interring.

##### B.3.3.5 REOPENING/OCCUPIED GRAVE SITES

In cases where it will be necessary to transport grave liners into established burial sections, a portable vault carrier shall be used. Equipment shall not exceed 11,000 pounds gross axle weight when operating in established burial sections (See "Damages Caused By Contractor's Neglect). The cemetery foreman is available to provide assistance in determining access points into burial sections. Grave liner lids shall be removed and replaced in a safe manner.

B.3.4 DRESS CODE FOR CONTRACTOR EMPLOYEES DELIVERING AND INSTALLING GRAVELINERS

All employees shall be fully clothed at all times, to include sleeved shirt, long pants, and shoes and caps. Tee shirts, tank tops and sandals are not acceptable. Garments, which have a message, slogan or other printing of any kind other than the Contractor’s business attire is prohibited.

B.3.5 DAMAGES CAUSED BY CONTRACTOR'S NEGLECT

In the event damages result to the units and/or gravesites (cave-in's), surrounding areas, or to third parties, due to neglect by the Contractor, restitution shall be required at no cost to the agency. Changes in schedules, work assignments or delays of daily operation shall not occur under any circumstances.

##### B.3.6 STORAGE - REJECTION

Up to Twenty (20) units will be allowed to be stored on the cemetery grounds, inside the compound. All damaged or rejected units shall be removed, without exception, from the cemetery grounds by the end of each workday (4:30 p.m.). All rejected units will be indicated (marked in such a manner), as mutually agreed upon by the Contractor and the Cemetery Director.

B.3.7 PERFORMANCE OF WORK ON CEMETERY GROUNDS

1. Cemetery Access

Deliveries shall be permitted through the connecting intersections of Hoff Road and Diagonal Road at the Maintenance/Administration Complex. The main entrance of the cemetery shall not be used.

2. Conduct

Abraham Lincoln National Cemetery is a National Shrine; contractor personnel appearance and conduct shall be professional and unobtrusive at all times. Questions from cemetery visitors shall be politely referred or directed to cemetery personnel.

The contractor shall observe traffic, parking, directional signs and regulations when using the cemetery's roadways. Vehicles shall not be driven off of the paved roadways onto non-paved areas without first securing permission from the COTR. Contractor vehicles shall be maintained in a neat and clean appearance as to assist in the National Shrine commitment.

The contractor agrees to leave all work areas free of debris and in the same condition as before the work commenced. The contractor agrees to take all necessary precautions to protect vegetation, as appropriate, in the immediate work area(s).

##### 3. Performance Ethics

The Government will not tolerate a contractor influencing a family, concerned person, or funeral service persons to use or not use a Government-provided grave liner.

##### 4. Metric Products

Products manufactured to metric dimensions will be conducted on an equal basis with those manufactured inch-pound units, providing they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376, and all other requirements of this document are met.

If a product is manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch-pound units, a request shall be made to the contracting officer, in conjunction with the COTR, who will accept or reject the product.

##### 5. Packaging and Marking

Grave liners shall be palletized or otherwise prepared for shipping in accordance with the Commercial Item Description (CID) No. A-A-30194. Grave liners and lids shall be marked in accordance with the CID. (See Inscriptions B.4.1.2).

B.3.8 DELIVERY REQUIREMENTS

The contractor shall be required to deliver and unload an estimated 1 to 20 units per day at a site to be determined by the Cemetery Director or his/her designee. The contractor shall be at the cemetery not less than one hour prior to the first scheduled interment. The contractor will be required to work all burials scheduled during holidays and weekends within the National Cemetery. The contractor will be notified of requirements for units to be delivered the day prior to grave liners being required at the National Cemetery. The burial schedule for the following day is available at the Administration Building after 2:30pm each day. Normal hours of interment operations for purposes of delivery and installation of grave liners are 8:30 a.m. through 3:00 p.m.

The possibility exists for interments to be scheduled over a weekend. In those cases, the contractor would not be notified of the change in the Monday burial schedule until Monday morning. On occasion, an interment may be cancelled at the last minute, preventing the cemetery from providing advance notice to the contractor.

All work shall be performed between the hours of 8:00 a.m. and 3:00 p.m. local time, Monday through Friday, excluding Federal Holidays (see Federal Holidays). Work performed during non-duty house, weekends and holidays, will be at the discretion of the COTR.

The contractor agrees to phase all work in such a manner as not to impact on or interfere with cemetery operations. The contractor shall not operate equipment, machinery, or otherwise perform contract work within 250 feet of any ongoing interment service. The COTR, at his/her discretion, may direct and arrange the contractor's performance in specific areas of the cemetery to ensure smooth cemetery operations.

##### B.3.9 PLACEMENT OF ORDERS

Orders for concrete grave liners at Abraham Lincoln National Cemetery will be placed by the COTR. Orders may be faxed to the contractor at the COTR's discretion.

Agents/Branches: If the bidder maintains agents/branches, the Department of Veterans Affairs is to be provided with a list containing any information necessary indicating how and with whom orders are to be placed.

B.3.10 CONTRACT ADMINISTRATION

The Contractor shall contact the Contracting Officer on all matters pertaining to administration. Only the Contracting Officer is authorized to make commitments or issue changes, which will affect the price, quantity or delivery terms of this contract.

B.3.11 SUBMITTALS/TESTS - COMMERCIAL ITEM DESCRIPTION NO. A-A- 30194

July 26, 1993

Offers shall include the following:

Design documentation

Pre-production sample

Certification of compliance and analysis; and,

Functional load test is required.

Offers shall be considered only from offerors who are regularly established in the business called for and who are financially responsible and have the necessary equipment and personnel to furnish the supplies are services required under this contract. Bids shall be limited to bidders located within a 100-mile radius of Abraham Lincoln National Cemetery. The Department of Veterans Affairs reserves the right to reject the bids any bidder, if in the opinion of the Department of Veterans Affairs, the firm does not meet all of the above qualifications.

Upon request of the Government, the offeror shall be able to show evidence of its reliability, ability and experience by furnishing (1) a list of personnel who will perform under the contract showing the length and type of experience of such personnel and (2) the names and addresses of other concerns and/or Government agencies for which prior comparable supplies were provided and/or services were rendered by the bidder. Generally, the bidder shall have had approximately three (3) years successful experience in providing and installing grave liners.

Ability to meet the foregoing experience requirements and the adequacy of the information submitted will be considered by the Contracting Officer in determining the responsibility of the bidder.

# SECTION C - CONTRACT CLAUSES

## C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2014)

(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 41 U.S.C. chapter 71, Contract Disputes. 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—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), 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 41 U.S.C. 7109, 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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 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, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations 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) *System for Award Management (SAM)*.

(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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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 SAM 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 SAM 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 SAM 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 SAM database. Information provided to the Contractor's SAM 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 SAM accessed through [https://www.acquisition.gov](https://www.acquisition.gov/).

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

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

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

http://www.acquisition.gov/far/index.html

http://www.va.gov/oal/library/vaar/

(End of Clause)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | APR 2014 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | MAY 2011 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.211-17 | DELIVERY OF EXCESS QUANTITIES | SEP 1989 |
| 52.223-2 | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS | SEP 2013 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (MAY 2011) | MAY 2011 |
| 52.223-10 | WASTE REDUCTION PROGRAM | MAY 2011 |
| 52.223-17 | AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS | MAY 2008 |
| 52.228-2 | ADDITIONAL BOND SECURITY | OCT 1997 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |
| 52.246-1 | CONTRACTOR INSPECTION REQUIREMENTS | APR 1984 |
| 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR 1984 |
| 852.203-70 | COMMERCIAL ADVERTISING | JAN 2008 |
| 852.203-71 | DISPLAY OF DEPARTMENT OF VETERANS AFFAIRS HOTLINE POSTER | DEC 1992 |
| 852.237-70 | CONTRACTOR RESPONSIBILITIES | APR 1984 |

## C.3 52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2019.

(End of Clause)

## C.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 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)

**C.6 52.222-99 - ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS. (DEVIATION)** **(JULY 2014)**

The contracting officer shall insert the following clause in solicitations and resultant contracts that include the FAR clause 52.222-6 and/or 52.222-41, and work is to be performed in whole or in part in the United States (the 50 States and the District of Columbia).

ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUNE 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be $10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor’s annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

## C.7 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

|  |  |
| --- | --- |
| **Material (If none, insert “None”)** | **Identification No.** |
|  |  |
|  |  |
|  |  |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of Clause)

## C.8 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.9 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: $250,000.00 per person; $500,000.00 per occurrence and $100,000.00 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.10 52.228-16 PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION (NOV 2006)

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

"Original contract price" means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100% percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100% percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 calendar days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury

Financial Management Service

Surety Bond Branch

3700 East West Highway, Room 6F01

Hyattsville, MD 20782.

Or via the internet at <http://www.fms.treas.gov/c570/>.

(End of Clause)

## C.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2015. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2015, 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.12 52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)

(a) *Definitions*. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of Clause)

## C.13 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "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 (or eligible surviving spouses);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(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).

(b) *General*. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

## C.14 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

## C.15 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 2014)

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

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

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

[] (5) [Reserved]

[X] (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

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

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

[] (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

[] (12) 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).

[] (13) [Reserved]

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

[] (ii) Alternate I (NOV 2011).

[] (iii) Alternate II (NOV 2011).

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

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

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

[X] (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3).

[] (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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.

[] (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

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

[] (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (21)(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.

[] (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

[] (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

[] (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

[X] (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[X] (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

[X] (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (32) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

[X] (33) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[X] (34) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

[X] (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

[] (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.)

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

[] (ii) Alternate I (JUN 2014) of 52.223-13.

[] (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

[] (ii) Alternate I (JUN 2014) of 52.223-14.

[] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

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

[X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[X] (43) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

[] (44)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

[] (ii) Alternate I (MAY 2014) of 52.225-3.

[] (iii) Alternate II (MAY 2014) of 52.225-3.

[] (iv) Alternate III (MAY 2014) of 52.225-3.

[] (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (46) 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).

[] (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[] (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (56)(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:

[X] (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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| Employee Class | Monetary Wage-Fringe Benefits |
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[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[X] (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[X] (9) 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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $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) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

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

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 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.

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

(x) 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)).

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

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

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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 A**

Past Performance Questionnaire (2 pages)

**ATTACHMENT B**

The DOL Wage Determination for the specific locality applies to this solicitation and any contract awarded is available at [**www.wdol.gov**](http://www.wdol.gov/)**.** Please note the listing below is not all inclusive wage determination of each area of performance.  It is the contractor’s responsible to obtain and evaluate each wage determination locality, including updates.

Service Contract Act

Wage Determination No.: 2005-2171

Revision No.: 14

Date of Revision: 07/25/2014

**ATTACHMENT A – PAST PERFORMANCE QUESTIONNAIRE**

**INSTRUCTIONS**: **Offerors must identify previous federal, state, and local government and private contracts that they have completed and that are similar to the contract being evaluated. List three (3) contracts for evaluation limited to the last five (5) years. (One contract reference per form, Form may be duplicated)**

**NOTE: If you have performed any National Cemetery Administration contracts list them first.**

**Contractor (you) Information:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract Information:**

Name of company/agency you provided service for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Dollar Value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Award: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Status: Completed, Yes\_\_\_\_ No\_\_\_\_ If not completed, projected completion date\_\_\_\_\_\_\_\_\_\_\_\_  
If not completed, why?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Were you the Prime? \_\_\_\_\_\_\_\_ were you the Sub? \_\_\_\_\_\_\_

**Point of Contact Information for the company/agency you serviced:**

Name of the Contract Person & their position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Description of Supply/Service(s) provided, location & relevancy of work:**

**Complexity of Product/Service, if any:**

**Percentage of Work completed by your company/by subcontractor:**

**(End of Section)**

**4.2 ATTACHMENT B –SERVICE WAGE DETERMINATION**

WD 05-2171 (Rev.-14) was first posted on www.wdol.gov on 08/05/2014

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

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| Wage Determination No.: 2005-2171

Diane C. Koplewski Division of | Revision No.: 14

Director Wage Determinations| Date Of Revision: 07/25/2014

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State: Illinois

Area: Illinois Counties of Grundy, Iroquois, Kankakee, Kendall, La Salle,

Livingston, Will

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE FOOTNOTE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 17.25

01012 - Accounting Clerk II 19.37

01013 - Accounting Clerk III 21.66

01020 - Administrative Assistant 28.01

01040 - Court Reporter 20.25

01051 - Data Entry Operator I 14.81

01052 - Data Entry Operator II 16.15

01060 - Dispatcher, Motor Vehicle 22.93

01070 - Document Preparation Clerk 13.67

01090 - Duplicating Machine Operator 13.67

01111 - General Clerk I 12.73

01112 - General Clerk II 13.89

01113 - General Clerk III 16.34

01120 - Housing Referral Assistant 22.12

01141 - Messenger Courier 11.93

01191 - Order Clerk I 15.99

01192 - Order Clerk II 17.58

01261 - Personnel Assistant (Employment) I 17.84

01262 - Personnel Assistant (Employment) II 19.95

01263 - Personnel Assistant (Employment) III 22.24

01270 - Production Control Clerk 21.43

01280 - Receptionist 13.53

01290 - Rental Clerk 17.41

01300 - Scheduler, Maintenance 18.36

01311 - Secretary I 18.36

01312 - Secretary II 19.84

01313 - Secretary III 22.12

01320 - Service Order Dispatcher 21.04

01410 - Supply Technician 28.01

01420 - Survey Worker 19.19

01531 - Travel Clerk I 13.20

01532 - Travel Clerk II 14.27

01533 - Travel Clerk III 15.44

01611 - Word Processor I 15.50

01612 - Word Processor II 17.41

01613 - Word Processor III 19.47

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass 22.34

05010 - Automotive Electrician 24.51

05040 - Automotive Glass Installer 23.47

05070 - Automotive Worker 23.47

05110 - Mobile Equipment Servicer 21.37

05130 - Motor Equipment Metal Mechanic 28.12

05160 - Motor Equipment Metal Worker 23.47

05190 - Motor Vehicle Mechanic 28.63

05220 - Motor Vehicle Mechanic Helper 20.28

05250 - Motor Vehicle Upholstery Worker 22.45

05280 - Motor Vehicle Wrecker 23.47

05310 - Painter, Automotive 23.47

05340 - Radiator Repair Specialist 23.47

05370 - Tire Repairer 16.41

05400 - Transmission Repair Specialist 28.12

07000 - Food Preparation And Service Occupations

07010 - Baker 15.77

07041 - Cook I 14.43

07042 - Cook II 15.77

07070 - Dishwasher 11.17

07130 - Food Service Worker 11.17

07210 - Meat Cutter 15.77

07260 - Waiter/Waitress 12.02

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter 19.79

09040 - Furniture Handler 15.81

09080 - Furniture Refinisher 21.77

09090 - Furniture Refinisher Helper 18.02

09110 - Furniture Repairer, Minor 19.94

09130 - Upholsterer 21.77

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles 12.29

11060 - Elevator Operator 12.29

11090 - Gardener 16.87

11122 - Housekeeping Aide 12.75

11150 - Janitor 12.75

11210 - Laborer, Grounds Maintenance 13.50

11240 - Maid or Houseman 12.11

11260 - Pruner 12.35

11270 - Tractor Operator 15.80

11330 - Trail Maintenance Worker 13.50

11360 - Window Cleaner 13.95

12000 - Health Occupations

12010 - Ambulance Driver 17.84

12011 - Breath Alcohol Technician 18.40

12012 - Certified Occupational Therapist Assistant 25.32

12015 - Certified Physical Therapist Assistant 24.85

12020 - Dental Assistant 14.23

12025 - Dental Hygienist 31.96

12030 - EKG Technician 26.94

12035 - Electroneurodiagnostic Technologist 26.94

12040 - Emergency Medical Technician 18.40

12071 - Licensed Practical Nurse I 18.53

12072 - Licensed Practical Nurse II 20.72

12073 - Licensed Practical Nurse III 23.10

12100 - Medical Assistant 15.77

12130 - Medical Laboratory Technician 19.40

12160 - Medical Record Clerk 16.98

12190 - Medical Record Technician 18.38

12195 - Medical Transcriptionist 17.59

12210 - Nuclear Medicine Technologist 36.15

12221 - Nursing Assistant I 11.40

12222 - Nursing Assistant II 12.82

12223 - Nursing Assistant III 13.99

12224 - Nursing Assistant IV 15.71

12235 - Optical Dispenser 17.70

12236 - Optical Technician 17.48

12250 - Pharmacy Technician 15.58

12280 - Phlebotomist 15.71

12305 - Radiologic Technologist 31.10

12311 - Registered Nurse I 29.17

12312 - Registered Nurse II 32.57

12313 - Registered Nurse II, Specialist 32.57

12314 - Registered Nurse III 38.43

12315 - Registered Nurse III, Anesthetist 38.43

12316 - Registered Nurse IV 46.07

12317 - Scheduler (Drug and Alcohol Testing) 23.53

13000 - Information And Arts Occupations

13011 - Exhibits Specialist I 21.51

13012 - Exhibits Specialist II 26.65

13013 - Exhibits Specialist III 32.46

13041 - Illustrator I 22.03

13042 - Illustrator II 27.53

13043 - Illustrator III 32.62

13047 - Librarian 33.74

13050 - Library Aide/Clerk 14.14

13054 - Library Information Technology Systems 29.74

Administrator

13058 - Library Technician 17.76

13061 - Media Specialist I 21.16

13062 - Media Specialist II 23.66

13063 - Media Specialist III 26.39

13071 - Photographer I 19.24

13072 - Photographer II 21.51

13073 - Photographer III 26.65

13074 - Photographer IV 32.46

13075 - Photographer V 35.76

13110 - Video Teleconference Technician 17.89

14000 - Information Technology Occupations

14041 - Computer Operator I 18.11

14042 - Computer Operator II 20.25

14043 - Computer Operator III 22.58

14044 - Computer Operator IV 25.09

14045 - Computer Operator V 27.79

14071 - Computer Programmer I (see 1) 25.49

14072 - Computer Programmer II (see 1)

14073 - Computer Programmer III (see 1)

14074 - Computer Programmer IV (see 1)

14101 - Computer Systems Analyst I (see 1)

14102 - Computer Systems Analyst II (see 1)

14103 - Computer Systems Analyst III (see 1)

14150 - Peripheral Equipment Operator 18.11

14160 - Personal Computer Support Technician 25.09

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated) 36.22

15020 - Aircrew Training Devices Instructor (Rated) 41.82

15030 - Air Crew Training Devices Instructor (Pilot) 46.94

15050 - Computer Based Training Specialist / Instructor 36.22

15060 - Educational Technologist 28.07

15070 - Flight Instructor (Pilot) 46.94

15080 - Graphic Artist 26.41

15090 - Technical Instructor 27.45

15095 - Technical Instructor/Course Developer 28.07

15110 - Test Proctor 18.53

15120 - Tutor 18.53

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler 9.53

16030 - Counter Attendant 9.53

16040 - Dry Cleaner 12.42

16070 - Finisher, Flatwork, Machine 9.53

16090 - Presser, Hand 9.53

16110 - Presser, Machine, Drycleaning 9.53

16130 - Presser, Machine, Shirts 9.53

16160 - Presser, Machine, Wearing Apparel, Laundry 9.53

16190 - Sewing Machine Operator 13.37

16220 - Tailor 14.31

16250 - Washer, Machine 10.54

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room) 23.85

19040 - Tool And Die Maker 28.57

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator 16.93

21030 - Material Coordinator 21.74

21040 - Material Expediter 21.74

21050 - Material Handling Laborer 17.45

21071 - Order Filler 13.80

21080 - Production Line Worker (Food Processing) 16.93

21110 - Shipping Packer 17.20

21130 - Shipping/Receiving Clerk 17.20

21140 - Store Worker I 13.87

21150 - Stock Clerk 18.17

21210 - Tools And Parts Attendant 16.93

21410 - Warehouse Specialist 16.93

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder 29.96

23021 - Aircraft Mechanic I 28.13

23022 - Aircraft Mechanic II 29.96

23023 - Aircraft Mechanic III 31.40

23040 - Aircraft Mechanic Helper 20.38

23050 - Aircraft, Painter 24.99

23060 - Aircraft Servicer 23.85

23080 - Aircraft Worker 25.02

23110 - Appliance Mechanic 22.70

23120 - Bicycle Repairer 16.41

23125 - Cable Splicer 28.80

23130 - Carpenter, Maintenance 31.86

23140 - Carpet Layer 25.28

23160 - Electrician, Maintenance 34.00

23181 - Electronics Technician Maintenance I 26.30

23182 - Electronics Technician Maintenance II 27.75

23183 - Electronics Technician Maintenance III 29.24

23260 - Fabric Worker 22.20

23290 - Fire Alarm System Mechanic 26.18

23310 - Fire Extinguisher Repairer 21.36

23311 - Fuel Distribution System Mechanic 27.14

23312 - Fuel Distribution System Operator 21.66

23370 - General Maintenance Worker 23.74

23380 - Ground Support Equipment Mechanic 28.13

23381 - Ground Support Equipment Servicer 23.85

23382 - Ground Support Equipment Worker 25.02

23391 - Gunsmith I 21.36

23392 - Gunsmith II 24.07

23393 - Gunsmith III 26.76

23410 - Heating, Ventilation And Air-Conditioning 25.69

Mechanic

23411 - Heating, Ventilation And Air Contditioning 28.95

Mechanic (Research Facility)

23430 - Heavy Equipment Mechanic 28.00

23440 - Heavy Equipment Operator 35.02

23460 - Instrument Mechanic 26.18

23465 - Laboratory/Shelter Mechanic 24.84

23470 - Laborer 13.78

23510 - Locksmith 24.84

23530 - Machinery Maintenance Mechanic 23.74

23550 - Machinist, Maintenance 27.64

23580 - Maintenance Trades Helper 19.22

23591 - Metrology Technician I 26.18

23592 - Metrology Technician II 27.46

23593 - Metrology Technician III 28.56

23640 - Millwright 28.64

23710 - Office Appliance Repairer 24.84

23760 - Painter, Maintenance 24.38

23790 - Pipefitter, Maintenance 31.00

23810 - Plumber, Maintenance 29.42

23820 - Pneudraulic Systems Mechanic 26.76

23850 - Rigger 28.80

23870 - Scale Mechanic 24.07

23890 - Sheet-Metal Worker, Maintenance 29.73

23910 - Small Engine Mechanic 23.54

23931 - Telecommunications Mechanic I 27.25

23932 - Telecommunications Mechanic II 28.30

23950 - Telephone Lineman 26.18

23960 - Welder, Combination, Maintenance 21.33

23965 - Well Driller 26.18

23970 - Woodcraft Worker 26.76

23980 - Woodworker 20.55

24000 - Personal Needs Occupations

24570 - Child Care Attendant 10.86

24580 - Child Care Center Clerk 16.17

24610 - Chore Aide 14.01

24620 - Family Readiness And Support Services 14.81

Coordinator

24630 - Homemaker 14.38

25000 - Plant And System Operations Occupations

25010 - Boiler Tender 31.66

25040 - Sewage Plant Operator 26.93

25070 - Stationary Engineer 31.66

25190 - Ventilation Equipment Tender 23.04

25210 - Water Treatment Plant Operator 26.93

27000 - Protective Service Occupations

27004 - Alarm Monitor 17.11

27007 - Baggage Inspector 12.10

27008 - Corrections Officer 28.69

27010 - Court Security Officer 28.69

27030 - Detection Dog Handler 14.73

27040 - Detention Officer 28.69

27070 - Firefighter 27.04

27101 - Guard I 12.10

27102 - Guard II 14.73

27131 - Police Officer I 30.33

27132 - Police Officer II 33.11

28000 - Recreation Occupations

28041 - Carnival Equipment Operator 13.71

28042 - Carnival Equipment Repairer 14.43

28043 - Carnival Equpment Worker 11.17

28210 - Gate Attendant/Gate Tender 16.44

28310 - Lifeguard 13.10

28350 - Park Attendant (Aide) 18.37

28510 - Recreation Aide/Health Facility Attendant 11.40

28515 - Recreation Specialist 18.25

28630 - Sports Official 14.64

28690 - Swimming Pool Operator 20.03

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer 23.75

29020 - Hatch Tender 23.75

29030 - Line Handler 23.75

29041 - Stevedore I 22.40

29042 - Stevedore II 25.07

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 39.20

30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 27.03

30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 29.77

30021 - Archeological Technician I 17.64

30022 - Archeological Technician II 19.76

30023 - Archeological Technician III 26.59

30030 - Cartographic Technician 26.33

30040 - Civil Engineering Technician 25.64

30061 - Drafter/CAD Operator I 17.64

30062 - Drafter/CAD Operator II 19.76

30063 - Drafter/CAD Operator III 21.99

30064 - Drafter/CAD Operator IV 28.96

30081 - Engineering Technician I 17.38

30082 - Engineering Technician II 20.39

30083 - Engineering Technician III 22.81

30084 - Engineering Technician IV 28.26

30085 - Engineering Technician V 34.56

30086 - Engineering Technician VI 40.57

30090 - Environmental Technician 24.28

30210 - Laboratory Technician 22.13

30240 - Mathematical Technician 26.13

30361 - Paralegal/Legal Assistant I 20.55

30362 - Paralegal/Legal Assistant II 25.43

30363 - Paralegal/Legal Assistant III 31.14

30364 - Paralegal/Legal Assistant IV 37.63

30390 - Photo-Optics Technician 26.33

30461 - Technical Writer I 25.16

30462 - Technical Writer II 30.77

30463 - Technical Writer III 37.23

30491 - Unexploded Ordnance (UXO) Technician I 24.91

30492 - Unexploded Ordnance (UXO) Technician II 30.14

30493 - Unexploded Ordnance (UXO) Technician III 36.13

30494 - Unexploded (UXO) Safety Escort 24.91

30495 - Unexploded (UXO) Sweep Personnel 24.91

30620 - Weather Observer, Combined Upper Air Or (see 2) 21.99

Surface Programs

30621 - Weather Observer, Senior (see 2) 24.44

31000 - Transportation/Mobile Equipment Operation Occupations

31020 - Bus Aide 17.27

31030 - Bus Driver 22.93

31043 - Driver Courier 19.14

31260 - Parking and Lot Attendant 11.21

31290 - Shuttle Bus Driver 17.30

31310 - Taxi Driver 12.74

31361 - Truckdriver, Light 17.30

31362 - Truckdriver, Medium 22.78

31363 - Truckdriver, Heavy 24.15

31364 - Truckdriver, Tractor-Trailer 24.15

99000 - Miscellaneous Occupations

99030 - Cashier 9.94

99050 - Desk Clerk 11.94

99095 - Embalmer 24.65

99251 - Laboratory Animal Caretaker I 19.18

99252 - Laboratory Animal Caretaker II 20.46

99310 - Mortician 30.13

99410 - Pest Controller 19.25

99510 - Photofinishing Worker 12.83

99710 - Recycling Laborer 17.79

99711 - Recycling Specialist 20.42

99730 - Refuse Collector 16.48

99810 - Sales Clerk 12.95

99820 - School Crossing Guard 15.24

99830 - Survey Party Chief 22.51

99831 - Surveying Aide 13.73

99832 - Surveying Technician 17.73

99840 - Vending Machine Attendant 18.25

99841 - Vending Machine Repairer 21.08

99842 - Vending Machine Repairer Helper 18.25

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.02 per hour or $160.80 per week or $696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin

Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day,

Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and

Christmas Day. A contractor may substitute for any of the named holidays another

day off with pay in accordance with a plan communicated to the employees involved.)

(See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does

not apply to any employee who individually qualifies as a bona fide executive,

administrative, or professional employee as defined in 29 C.F.R. Part 541. Because

most Computer System Analysts and Computer Programmers who are compensated at a rate

not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per

week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations

within those job families. In addition, because this wage determination may not

list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds

$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties

within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate,

then the wage rate for that employee must be conformed in accordance with the

conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer

industry, job titles are not determinative of the application of the computer

professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including

consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or

modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer

programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which

requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered

overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or

in close proximity to ordinance, explosives, and incendiary materials. This

includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations

on sensitive ordnance, explosives and incendiary materials. All operations

involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with, or in close proximity to

ordance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordance, explosive, and

incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for

ordance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract

(either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations", Fifth Edition, April 2006,

unless otherwise indicated. Copies of the Directory are available on the Internet. A

links to the Directory may be found on the WHD home page at http://www.dol.

gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at

http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage

determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination. Such

conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be

conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed

occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title(s), a Federal grade equivalency (FGE) for each

proposed classification(s), job description(s), and rationale for proposed wage

rate(s), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process

the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of

Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide

classifications listed in the wage determination.

# SECTION E - SOLICITATION PROVISIONS

## E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)

(a) *North American Industry Classification System (NAICS) code and small business size standard*. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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## E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

## E.3 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

## E.4 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

## E.5 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

John M. Carlock

Hand-Carried Address:

Department of Veterans Affairs

NCA Contracting Service

575 N. Pennsylvania Street, Suite 495

Indianapolis IN 46204

Mailing Address:

Department of Veterans Affairs

NCA Contracting Service

575 N. Pennsylvania Street, Suite 495

Indianapolis IN 46204

(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.6 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

## E.7 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)

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

Deputy Assistant Secretary for Acquisition and Logistics,

Risk Management Team, Department of Veterans Affairs

810 Vermont Avenue, N.W.

Washington, DC 20420

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

Director, Office of Construction and Facilities Management

811 Vermont Avenue, N.W.

Washington, DC 20420

## E.8 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

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

(End of Provision)

## E.9 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 Capability (three sub factors)

Past Performance

Price

Technical and past performance, when combined, are significantly more important than price.

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

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

(End of Provision)

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

Technical Capabilities Sub-factors one (1), two (2), and three (3) are equal in importance. Technical Capabilities are equal in importance to Past Performance. RFPs will be evaluated for technical merit, past performance, and price reasonableness.

Award shall be based on a best value trade-off analysis. Offerors are cautioned to submit their initial quotes based on most favorable terms, price, technical and other factors.  The Government reserves the right to make an award based on initial proposals received without discussion.

The Government will award a firm-fixed price Contract from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government based on the best value to the Government by performing a non-price/price factor trade-off analysis of proposals that meet or exceed acceptability standards of non-price evaluation factors. The following factors shall be used to evaluate offers:

1. Technical Capability Factor: Offeror shall address in detail the Technical Capabilities by describing their proposed approach to each sub-factor. The approach must meet Contract requirements which will be evaluated with respect to providing the VA with the highest level of confidence in successful performance. All technical sub-factors shall be considered based solely by the proposal provided, the extent in which the proposal demonstrated a clear understanding of the requirements, and problems involved in meeting or exceeding the standards for the various tasks, and their ability to meet the Contract requirements. Ratings will be based on the extent to which the offeror addresses each of the sub-factors. Proposals may exceed the minimum requirements. \*This section shall be no longer than 45 pages.\*

**Technical Evaluation Sub-Factor:** Sub-factors should clearly and fully demonstrate the offeror’s knowledge, capability, and experience regarding the technical requirements. Merely stating that an offeror understands and will comply with the technical requirements will be deemed an insufficient demonstration of understanding. Similarly, phrases such as "standard procedures will be employed" or "well-known techniques will be used" are inadequate. Failure to follow instructions regarding the format and content of the proposal also may result in the bidder’s proposal being deemed unresponsive.

* + 1. The Technical Capability Sub-factors may be evaluated strictly on the merit of the technical material submitted; no price information is to be included in any part of the Technical Proposal. Where estimated resource hours will provide clarity, they shall be quoted in resource hour figures only, with no indication as to the associated cost.
    2. The Technical Capability shall consist of three (3) sub-factors that provide the specific information required in the order presented below. Technical Capabilities Sub-factors one (1), two (2), and three (3) are equal in importance.

**Sub-factor 1** **DETAILED TECHNICAL/MANAGEMENT REQUIREMENTS:** The detailed Technical/Management Requirements section shall specifically address all technical and management requirements set forth in this Request for Proposal (RFP) including any exhibits or amendments. **No more than 15 Pages.** Resumes’ not included.

* Contractor shall submit experience/expertise with the Cemetery Grounds Maintenance.
* Cemetery operations that include the handling, and setting of concrete grave liners, opening and preparation of site for second interments.
* Handling and transportation of casketed remains.
* Operation of equipment in the vicinity of headstones.
* Include in this section relevant information that shall demonstrate the technical and/or managerial qualifications of **key personnel** you propose to use in accomplishing the contract.  Demonstrated qualifications and experience for each individual should be included in this sub-factor in the form of a resume, not to exceed two pages in length for each of the individuals identified.  Key personnel are construed to include those individuals who will directly manage, supervise or oversee on-site contract performance, or who will provide technical advice and guidance to contractor personnel, or who will serve as a liaison between your company and cemetery staff, including the Contracting Officer’s Representative(s) (COR).  Identify exactly what they will be doing for the contract. The contractor shall detail the management availability during contract performance.
* Identify **alternate** key personnel as backup for key personnel.  You may identify other personnel as “key” if, in your opinion, these personnel will have substantive impact in the technical or contract management aspects of contract performance.
* Offeror shall provide or demonstrate the ability of obtaining before commencement of contract performance, all licenses, permits, insurance information and bonding (if required) to perform the contract.

**Sub-factor 2** **Cemetery Maintenance Plan:** The bidder shall supply a summary technical description of the proposed Cemetery plan to successfully maintain the National Cemetery. Include in this section a plan written to the requirements of the RFP which outlines and details your proposed approach and sequence to accomplish all of the requirements contained in the Statement of Work. The summary shall be written so that a lay person can easily grasp the essence of the plan being proposed. The contractor shall explain the **nature of the “Standards” or service** **assurance** in the event that its commitments are not met. **No more than 15 Pages.**

**Sub-factor 3** **STAFFING PLAN/CONTRACTOR TEAM ARRANGEMENTS:** It is mandatory that the Offeror be solely responsible for completing the contract. Offeror is to describe the following to satisfy Sub-Factor 3…

* The proposed staffing plan, inclusive of all labor break down for your firm and for subcontractors (if any).
* Labor Breakdown Codes generated from the attached Wage Determination.
* The role of the management/supervisors overseeing employees and project and percentage of availability.
* How long it will take to fully staff the contract.
* How the offeror plans to retain the proposed staffing levels, information on turnover rates and related recruiting efforts.
* Offeror is to provide a thorough list of equipment, vehicles, supplies, products and materials that it proposes to use under the contract.  Equipment type, model and age; **No more than 15 Pages.**

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1. Evaluation Factor 2: Past Performance:

(A) This section should fully address past performance and that of any subcontractors or consultants you propose to use in performance of the contract:

(i)  Identify **relevant** work previously performed with in the past three years by your company similar in nature to the work described in the Statement of Work.  Provide the names of three references, including addresses and telephone numbers, project names/titles, dates and periods of performance covered by the work, that have direct knowledge of your experience, capabilities and outcomes of past initiatives of similar nature. For each reference, you must provide both a Project Manager and a Contracting Officer point-of-contact or the private sector equivalents for non-Governmental references.

(ii)  Identify proposed subcontractors and consultants, including their names, addresses, telephone numbers, area(s) of expertise and respective discipline(s), and corporate experience.  Provide three references for proposed subcontractors and consultants that have direct knowledge of the subcontractor’s or consultant’s experience and outcomes of past initiatives of similar nature, as in (a), above.

Government will contact references and may or may not ask some or all of the following questions:

a...How would you rate the offeror’s compliance with the contract requirements?

b…How would you rate the effectiveness of the offeror’s on-site management?

c…How would you rate the offeror’s use of appropriate personnel for contract requirements?

d…How would you rate the offeror’s timeliness in submission of schedule? Reports? Submittals?

e…How would you rate the offeror’s adherence to the construction schedule?

f…How would you rate the offeror’s responsiveness towards safety issues?

g…How would you rate the offeror’s ability to effectively deal with the customer and other Government personnel?

H…How would you rate the offeror’s cooperativeness in solving problems and negotiating changes?

I…How would you rate the offeror’s abilities to address any financial difficulties (i.e., payment of subcontractors and/or vendors, labor disputes, etc.)?

j…How would you rate the offeror’s responsiveness to cure notices, show cause letters, suspension of payment, or termination notices?

k…As the end user/customer, how would you rate your satisfaction with the end product?

l…How would you rate the offeror’s overall performance on this project?

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1. **Evaluation Factor 3:**

**COST/PRICE**: These indicate what each offeror’s services will cost the Government if selected. Your prices shall be submitted in the Price Schedule contained in the solicitation at the rate specified on the **unit** column of the price/cost schedule, (which includes your overhead, direct costs, personnel, etc.). The Government will evaluate all pricing offers for reasonableness and realism. The Government may determine that an offer is unacceptable if the period year prices are significantly unbalanced. Pricing may be compared against the Government Cost Estimate or against the average mean of the offers received to arrive at a competitive range in determining too low or too high offers. Include sufficient information to show price submitted is comparable to or less than published catalog prices.

(End of Addendum 52.212-2 Evaluation - Commercial Items (JAN 1999)

## E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014)

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

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

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

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

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

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

(4) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, 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.

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

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

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

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

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

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(10) [*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 SAM 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 Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

Line Item No Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

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

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

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

Other End Products:

Line Item No. Country of Origin

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[List as necessary]*

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) \_\_ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN).*

[ ] TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *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) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

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

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

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

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

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

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

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

(End of Provision)