

## A.1 SUPPLIES OR SERVICES AND SCHEDULE OF PRICES

**Cemetery:** Florida National Cemetery

**Project Title:** Supplies (Fertilizers, pesticides, fungicides, herbicides, pre- emergents)

**POC:** Mr. Bernard Castle

**Telephone Number:** (352) 793-1542

### 1.1 PRICE SCHEDULE

**Scope:** The Contractor shall furnish all supervision, labor, equipment, materials and supplies necessary to provide quantities of fertilizers, pesticides, herbicides, fungicides, and pre-emergents as stated below to the Florida National Cemetery located at 6502 SW 102<sup>nd</sup> Avenue in Bushnell FL, 33513. All pesticides, herbicides pre-emergents, and fungicides will be brand name or equal to in accordance with Federal Acquisition Regulation (FAR) Clause 52.211-6 and Veterans Affairs Acquisition Regulation (VAAR) Clause 852.211-73. Performance includes FOB Destination based upon the attached delivery schedule.

CLIN #	ITEM	SALIENT / PERFORMANCE CHARACTERISTICS	EST. QTY	UNIT	UNIT COST	TOTAL PRICE
0001	Fertilizer (15-0-15) 50 lb. bags. (Item provided must be "BRAND NAME OR EQUAL TO" salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.	Total Nitrogen (N)... <b>15.00%</b> Ammoniacal Nitrogen... <b>2.00%</b> Urea Nitrogen... <b>13.00%</b> Soluble Potash... <b>15.00%</b>  Derived From: Ammonium Phosphate, Muriate of Potash, Polymer Coated Urea, Urea.  * <b>30.00%</b> slow release Nitrogen derived from Polymer Coated Urea	1000	BAG		
0002	Fertilizer (15-0-15) 50 lb. bags with Insecticide. (Item provided must be "BRAND NAME OR EQUAL TO" salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.	Total Nitrogen (N)... <b>15.00%</b> Ammoniacal Nitrogen... <b>2.00%</b> Urea Nitrogen... <b>13.00%</b> Soluble Potash... <b>15.00%</b>  Derived From: Ammonium Phosphate, Muriate of Potash, Polymer Coated Urea, Urea.  * <b>30.00%</b> slow release Nitrogen derived from Polymer Coated Urea  <b>ACTIVE INGREDIENTS:</b> Prodiamine(Insecticide) 2,4-dinitro-N3,N3-dipropyl-6-(trifluoromethyl)-1,3-benzenenediamine	1000	BAG		
0003	Fertilizer (15-0-15) 50 lb. bags with	Total Nitrogen (N)... <b>15.00%</b> Ammoniacal Nitrogen... <b>2.00%</b>	1000	BAG		

	<p>Insecticide. (Item provided must be “<b>BRAND NAME OR EQUAL TO</b>” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</p>	<p>Urea Nitrogen...<b>13.00%</b> Soluble Potash...<b>15.00%</b></p> <p>Derived From: Ammonium Phosphate, Muriate of Potash, Polymer Coated Urea, Urea.</p> <p><b>*30.00%</b> slow release Nitrogen derived from Polymer Coated Urea</p> <p><b>ACTIVE INGREDIENTS:</b> Bifenthrin(Insecticide): (2-methyl[1,1'-biphenyl]-3-yl)-methyl-3-(2-chloro-3,3,3-trifluoro-1-propenyl)-2,2-dimethyl cyclopropanecarboxylate</p>				
0004	<p>Fertilizer (0-0-15) 50 lb. bag (Item provided must be “<b>BRAND NAME OR EQUAL TO</b>” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</p>	<p>Soluble Potash <b>15.00%</b></p> <p>Derived From: Ammonium Phosphate, Muriate of Potash, Polymer Coated Urea.</p>	1000	BAG		
0005	<p>Heritage TL Fungicide – 1 Gallon (Item provided must be “<b>BRAND NAME OR EQUAL TO</b>” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</p>	<p><b>ACTIVE INGREDIENTS:</b> Azoxystrobin: methyl (E)-2-{2-[6-(2-cyanophenoxy) pyrimidin-4-yloxy]phenyl}-3-methoxyacrylate...<b>8.80%</b> Other Ingredients...<b>91.20%</b> Total...<b>100.00%</b></p> <p>(Contains 0.8 lb. ai/gal product) *IUPAC</p> <p><b>Performance Characteristics:</b> Provides broad spectrum fungicide for control of plant diseases. For use in turf in golf courses, lawns, and landscape areas around residential, institutional, public, commercial and industrial buildings, parks, recreational areas and athletic fields, etc. Targets pests and controls pathogens causing foliar, stem, and root diseases, including leaf and stem blights, leaf spots, patch diseases, mildews, anthracnose, fairy rings, molds, and rusts.</p>	40	1 GAL.		
0006	<p>Heritage Granular Fungicide – 30 LB. (Item provided must be “<b>BRAND NAME OR EQUAL TO</b>” salient /</p>	<p><b>ACTIVE INGREDIENTS:</b> Azoxystrobin: methyl(E)-2-{2-[6-(2-cyanophenoxy) pyrimidin-4-yloxy]phenyl}-3-methoxyacrylate...<b>0.31%</b> Other Ingredients...<b>99.69%</b> Total ...<b>100.00%</b></p>	10	30 LB.		

	<p><b>performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</b></p>	<p>(Contains 0.0031 lb. a.i./lb. product) *IUPAC</p> <p><b><u>Performance Characteristics:</u></b> Provides broad spectrum fungicide for control of plant diseases. For use in turf in golf courses, lawns, and landscape areas around residential, institutional, public, commercial and industrial buildings, parks, recreational areas and athletic fields, etc. Targets pests and controls pathogens causing foliar, stem, and root diseases, including leaf and stem blights, leaf spots, patch diseases, mildews, anthracnose, fairy rings, molds, and rusts.</p>				
0007	<p>Banner Maxx II Fungicide – 1 Gallon <b>(Item provided must be “BRAND NAME OR EQUAL TO” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</b></p>	<p><b><u>ACTIVE INGREDIENTS:</u></b> Propiconazole: 1-[[2-(2,4-dichlorophenyl)-4-propyl-1,3-dioxolan-2-yl]methyl]-1H-1,2,4-triazole...<b>14.30%</b> Other Ingredients...<b>85.70%</b> Total ...<b>100.00%</b></p> <p>(CAS No. 60207-90-1) Banner MAXX II contains a nominal 1.3 pounds of active ingredient per gallon</p> <p><b><u>Performance Characteristics:</u></b> Provides broad spectrum and systemic disease control for turf and ornamentals. Targets pests such as dollar spot (Sclerotinia homoeocarpa), brown patch (Rhizoctonia solani), anthracnose (Colletotrichum graminicola), red thread (Laetisaria fuciformis), pink patch (Limonomyces roseipellis), rust (Puccinia graminis), powdery mildew (Erysiphe graminis), stripe smut (Ustilago striiformis and Urocystis agropyri), summer patch (Magnaporthe poae), necrotic ring spot (Leptosphaeria korrae), spring dead spot (Leptosphaeria korrae, Leptosphaeria narmari, Ophiosphaerella herpotricha, Gaeumannomyces graminis), take-all patch (Gaeumannomyces graminis), leaf spot (Bipolaris spp., Drechslera spp.), gray leaf spot (Pyricularia grisea), pink snowmold (Microdochium nivale), Fusarium patch (Fusarium nivale), gray snowmold (Typhula spp.), yellow patch (Rhizoctonia cerealis), and zoysia patch (Rhizoctonia solani).</p>	20	1 GAL.		
0008	<p>Daconil Weatherstick – 2.5 Gallon <b>(Item provided must be “BRAND NAME OR</b></p>	<p><b><u>ACTIVE INGREDIENTS:</u></b> Chlorothalonil (tetrachloroisophthalonitrile chemical name)...<b>54.00%</b> Other Ingredients...<b>46.00%</b></p>	20	2.5 GAL.		

	<p><b>EQUAL TO” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</b></p>	<p>Total...<b>100.00%</b></p> <p>(Contains 6.0 pounds chlorothalonil per gallon (720 grams per liter)</p> <p><b><u>Performance Characteristics:</u></b> For control of turf and ornamental diseases. Daconil is for use on production ornamentals (both greenhouse and nursery), golf course tees, fairways, greens, non-residential turf grasses, sod farms, and ornamental turf grasses. Daconil controls 14 turf grass diseases, including dollar spot, brown patch, gray leaf spot, algae, leaf spot, melting out, anthracnose, rust, Fusarium patch, Gray snow mold, and red thread. In ornamentals, Daconil controls over 50 major diseases, including powdery mildew, scab, rust, as well as many other foliar and leaf spots and blights.</p>				
0009	<p>Dimension 2EW Herbicide – 2. 5 Gallon (<b>Item provided must be “BRAND NAME OR EQUAL TO” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</b></p>	<p><b><u>ACTIVE INGREDIENT</u></b> Dithiopyr: S,S'-dimethyl 2-(difluoromethyl)- 4-(2-methylpropyl)-6-(trifluoromethyl)- 3,5 pyridinedicarbothioate...<b>24.00%</b> Other Ingredients...<b>76.00%</b> Total...<b>100.00%</b></p> <p>Contains petroleum distillates. Contains 240 grams per liter or 2 lb. active ingredient per U.S. gallon.</p> <p><b><u>Performance Characteristics:</u></b> Targets the following pests: <b>Grasses:</b> Barley, barnyardgrass, bluegrass (annual), brome, crabgrass (large, smooth and southern), crowfootgrass, dallisgrass (seedling), foxtail (giant, green and yellow), goosegrass, kikuyugrass, Mary's grass, Oats (wild), Ryegrass (annual and perennial), Sandbur, Smutgrass <b>Broadleaf Weeds:</b> Bittercress, Carpetweed, Chickweed, Geranium (Carolina), Henbit, Knotweed (prostrate), Lespedeza (common), Maretail, Medic (black), Mulberry weed, Mustard, Oxalis (buttercup), Parsley-piert, Pigweed (redroot), Pineapplewood, Purslane (common), Rocket (London), Shepherdspurse, Speedwell (corn), Spurge (garden, prostrate, spotted), Woodsorrel (creeping, yellow). For use in Field and Container-grown Nursery and Landscape Ornamentals, Commercial</p>	20	2.5 GAL.		

		and Residentail Lawns, Golf Course Fairways, Roughs and Tee Boxes, and Commercial Sod Farms *For Cool and Warm Season grasses. Application recommended is 0.28 - 0.73 oz. per 1,000 sq. ft. .75 - 2 pints per acre.				
0010	Prodiamine WDG – 5 LB. Bag (Item provided must be “ <b>BRAND NAME OR EQUAL TO</b> ” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.	<p><b>ACTIVE INGREDIENTS:</b>  Prodiamine: 2,4-dinitro-N3,N3-dipropyl-6-(trifluoromethyl)-1,3-benzenenediamine (CAS No. 29091-21-2)...<b>65.0%</b>  Other Ingredients...<b>35.0%</b>  TOTAL...<b>100.0%</b></p> <p><b>Performance Characteristics:</b>  Targets pests such as Barnyardgrass, Bluegrass (annual), Carpetweed-04, Chickweed (common), Chickweed (mousear), Crabgrass (large and smooth), Crowfootgrass, Cup grass (woolly), Foxtails (annual), Goosegrass, Henbit, Itchgrass, Johnsongrass (seedling), Junglerice, Knotweed, Kochia, Lambsquarters (common), Lovegrass, Panicum (browntop, fall and Texas), Pigweed, Purslane (common), Pusley (Florida), Rescuegrass, Shepherdspurse, Signalgrass Broadleaf, Speedwell (Persian), Sprangletop, Spurge (prostate), Witchgrass, Woodsorrel (yellow, from seed). For use in the pre-emergence control of grass and broadweeds in established turfgrasses (excluding golf course putting greens), lawns and sod nurseries, container ornamentals, landscape ornamentals, established perennials and wildflower plantings, and Christmas tree farms.</p>	50	5 LB. BAG		
0011	Meridian 25 WG – 1 LB. 1 oz. (Item provided must be “ <b>BRAND NAME OR EQUAL TO</b> ” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.	<p><b>ACTIVE INGREDIENTS:</b>  Thiamethoxam: 3-(2-chloro-1,3-thiazol-5-ylmethyl)-5-methyl-1,3,5-oxadiazinan-4-ylidene(nitro)amine <b>25.00%</b>  Other Ingredients...<b>75.00%</b>  Total... <b>100.00%</b></p> <p><b>Performance Characteristics:</b>  For use in foliar and systemic control of insect pests in turf grass, sod farms, interiorscape and landscape plants. Targets soil pests such as billbugs and white grubs (such as Japanese beetles, oriental beetles, and European, Southern and Northern masked chafer). Foliar pests such as aphids, whiteflies, mealybugs and leafhoppers.</p>	20	1 LB. 1 oz.		
0012	Bifenthrin – 1 Gallon (Item provided must	<b>ACTIVE INGREDIENTS:</b>	20	1 GAL.		

	<p>be “<b>BRAND NAME OR EQUAL TO</b>” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</p>	<p>Bifenthrin: (2-methyl[1,1'-biphenyl]-3-yl)-methyl-3-(2-chloro-3,3,3-trifluoro-1-propenyl)-2,2-dimethyl cyclopropanecarboxylate Bifenthrin... <b>7.90%</b> Other Ingredients...<b>92.10%</b> Total... <b>100.00%</b></p> <p><b>Performance Characteristics:</b> The product can be applied on many sites including buildings, athletic fields, lawns and ornamentals. Odorless formulation that leaves no obvious residue where sprayed. Does not damage plants and isn't known to cause phytotoxicity. Can be sprayed with an array of herbicides, insecticides, and fungicides. Reliable products that can provide lengthy residual control. Same active ingredient as the following chemicals: Talstar, Masterline, Bifen I/T.</p>				
0013	<p>Carbaryl (sevin) Pesticide – 2.5 Gallon (Item provided must be “<b>BRAND NAME OR EQUAL TO</b>” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</p>	<p><b>ACTIVE INGREDIENTS:</b> CARBARYL, (1-NAPHTHYL N-METHYL CARBAMATE) 1,2-Propylene glycol – ETHANOL Carbaryl ...<b>43.40%</b> Other Ingredients...<b>56.60%</b> Total... <b>100.00%</b></p> <p>This product contains 4 pounds of Carbaryl per gallon.</p> <p><b>Performance Characteristics:</b> Approximate use rate is 1-4 quarts per acre. Some crops may call for a lower or higher use rate.</p>	25	2.5 GAL.		
0014	<p>SA Grubs Away Pesticide – 30 LB. Bags (Item provided must be “<b>BRAND NAME OR EQUAL TO</b>” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</p>	<p><b>ACTIVE INGREDIENTS:</b> Imidacloprid, 1-[[[(6-Chloro-3-pyridinyl)methyl]...<b>0.50%</b> Other Ingredients...<b>99.50%</b> Total... <b>100.00%</b></p> <p><b>Performance Characteristics:</b> Targets pests such as grubs, billbugs, European crane fly, weevil, mole crickets, and chinchbugs. Apply as a broadcast application. For optimum control of grubs, billbugs, European crane fly and annual bluegrass weevil, apply as a broadcast application prior to egg hatch of the target pest. Coverage area of 20,000 square feet.</p>	10	30 LB. BAG		
0015	<p>Dylox Pest Grub Control Liquid – 2.5 Gallon (Item</p>	<p><b>ACTIVE INGREDIENTS:</b> Trichlorfon...<b>37.30%</b> Other Ingredients...<b>62.70%</b></p>	5	2.5 GAL.		

	<p>provided must be “<b>BRAND NAME OR EQUAL TO</b>” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</p>	<p>Total... <b>100.0%</b></p> <p>420 g trichlorfon/liter of formulated product.</p> <p><b><u>Performance Characteristics:</u></b> For control of insects on landscape flowers, shrubs and trees and landscape and recreational turf. For use on golf courses and residential turf. Use for Control of White Grubs, Mole Crickets, Sod Webworms, Cutworms, and other pests of turfgrass. Controls damaging insects above and below the soil surface. Application consists of 4.6 - 6.9 oz. per 1,000 sq. ft.</p>				
0016	<p>Celsius WG Herbicide – 10 oz. (Item provided must be “<b>BRAND NAME OR EQUAL TO</b>” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</p>	<p><b><u>ACTIVE INGREDIENTS:</u></b> Thiencarbazon-methyl (CAS Number 317815-83-1)...<b>8.70%</b> Lodosulfuron-methyl-sodium (CAS Number 144550-36-7)...<b>1.90%</b> Dicamba (CAS Number 1918-00-9)...<b>57.40%</b> Other Ingredients...<b>32.00%</b> Total... <b>100.00%</b></p> <p>CELSISUS WG is formulated as a 68% water dispersible granule not to be used on bahiagrass or cool-season turf types, including tall fescue, fine fescue, Kentucky bluegrass, perennial ryegrass, or creeping bentgrass.</p> <p><b><u>Performance Characteristics:</u></b> Targets annual and perennial broadleaf weeds and grasses. For use in Warm-Season Turf Types Only (St. Augustinegrass, Bermudagrass, Centipedegrass, Zoysiagrass) in commercial and residential sites. NOT FOR USE on bahiagrass or cool-season turf types, including tall fescue, fine fescue, Kentucky bluegrass, perennial ryegrass, or creeping bentgrass.</p>	30	10 oz.		
0017	<p>Revolver Herbicide – 87 oz. (Item provided must be “<b>BRAND NAME OR EQUAL TO</b>” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this</p>	<p><b><u>ACTIVE INGREDIENTS:</u></b> Foramsulfuron (CAS Number 173159-57-4)...<b>2.34%</b> Other Ingredients...<b>97.66%</b> Total... <b>100.00%</b></p> <p>This product is a suspension concentrate containing 0.19 lb. ai/gal. Contains petroleum distillates.</p> <p><b><u>Performance Characteristics:</u></b> Targets pests such as Ryegrass, Tall</p>	10	87 oz.		

	<b>solicitation.</b>	Fescue, Annual Bluegrass (Poa annua), Goosegrass and Bentgrass, Henbit, Doveweed, Carolina false dandelion, Little Barley. For use on Bermudagrass, Zoysiagrass, Buffalograss: Golf Course turf, Sports Fields, Commercial Lawns, Cemeteries, Parks, Campsites, Recreational Areas, Home Lawns, Roadsides, School Grounds and Sod Farms. Application consists of 0.1 - 0.8 oz. per 1,000 sq. ft. 8.8 - 17.4 oz. per acre.				
0018	Speedzone Southern Herbicide – 2.5 Gallon <b>(Item provided must be “BRAND NAME OR EQUAL TO” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</b>	<p><b>ACTIVE INGREDIENTS:</b>  Carfentrazone-ethyl...<b>0.54%</b>  2,4-D, 2-ethylhexyl ester...<b>10.49%</b>  Mecoprop-p acid...<b>2.66%</b>  Dicamba acid... <b>0.67%</b>  Other Ingredients...<b>85.64%</b>  Total...<b>100.00%</b></p> <p>This product contains 0.04 lb. Ethyl a , 2-dichloro-5-[4(difluoromethyl)-4,5-dihydro-3-methyl-5-oxo-1H-1 , 2, 4-triazol-1-yl]-4-fluorobenzene propanoate or 0.54%. 0.52 lb. 2, 4-dichlorophenoxyacetic acid equivalent per gallon or 6.96%. 0.20 lb. (+)-R-2-(2-methyl-4-chlorophenoxy) propionic acid equivalent per gallon or 2.66%. 0.05 lb. 3, 6-dichloro-o-anisic acid equivalent per gallon or 0.67%.  Contains Petroleum Distillate.</p> <p><b>Performance Characteristics:</b>  Targets a wide variety of broadleaf weeds including dollarweed, creeping beggarweed, clover, plantain, ground ivy and spurge. For use in Bahiagrass, Buffalograss, centepedegrass, Hybrid Bermudagrass, Common Bermudagrass, Kikuyugrass, Seaside Paspalum, St. Augustine and Zoysiagrass. Application consists of 0.75 - 1.8 oz. per 0.1 - 5 gallons of water per 1,000 sq. ft.</p>	10	2.5 GAL.		
0019	Dismiss – ½ Gallon <b>(Item provided must be “BRAND NAME OR EQUAL TO” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed</b>	<p><b>ACTIVE INGREDIENTS:</b>  Sulfentrazone...<b>39.60%</b>  Other Ingredients...<b>60.40%</b>  Total...<b>100.00%</b></p> <p>N-[2, 4-dichloro-5-[4-(difluoromethyl)-4, 5-dihydro-3-methyl-5-oxo-1H-1,2,4-triazol-1-yl]phenyl]methanesulfonamide  Contains 4.0 pounds of active ingredient per gallon.</p>	5	½ GAL		



	within this solicitation.	<p><b><u>Performance Characteristics:</u></b>  For use in commercial and residential lawns, athletic fields, commercial sod farms, golf courses. Targets pests such as Yellow Nutsedge, Purple Nutsedge, Green Kyllinga, Sedge (Cylindrical, Globe, Surinam and Texas), Bedstraw, Beggarweed, Bittercress, Black medic, Buttercups, Carolina geranium, Carpetweed, Chickweed, Cinquefoil, Clover, Copperleaf, Cudweed, Dandelion, Dock, Dollarweed, Eclipta, Evening Primrose, Fiddleneck, Filaree, Galinsoga, Goldenrod, Ground Ivy, Groundsel, Henbit, Knawel, Knotweed, Kochia, Lambsquarters, Lawn burweed, Lespedeza, Mallow, Parsley, Pigweed, Pineapple Weed, Plantain, Puncture Weed, Purslane, Pusley (Florida), Redweed, Rocket, Shepherd's Purse, Smartweed (PA), Sorrel, Speedwell, Spurge, Star of Bethlehem, Velvetleaf, Violet, Wild Garlic, Wild Onion, Woodsorrel. Application consists of 4 - 12 oz. per 20 - 175 gallons of water per acre (0.5 - 4 gallons per 1,000 sq. ft.).</p>				
0020	Dismiss South – 1 pt. <b>(Item provided must be “BRAND NAME OR EQUAL TO” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</b>	<p><b><u>ACTIVE INGREDIENTS:</u></b>  Sulfentrazone...<b>33.33%</b>  Imazethapyr...<b>6.67%</b>  FMC 97285; F6285; CAS: N-[2,4-dichloro-5-[4-difluoromethyl)-4,5-dihydro-3-methyl-5-oxo-1H-1,2,4-triazol-1-yl]phenyl]methanesulfonamide; IUPAC: N-[2,4-dichloro-5-(4-difluoromethyl-3-methyl-5-oxo-4,5-dihydro-[1,2,4]triazol-1-yl)phenyl]methane sulfonamide*;  (±)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-ethyl-3-pyridinecarboxylic acid**  Other Ingredients...<b>60.00%</b>  Total...<b>100.00%</b></p> <p>Dismiss South Herbicide contains 4 pounds of active ingredient per gallon of product (3.33 pounds a.i. of Sulfentrazone and 0.67 pounds a.i. of imazethapyr)</p> <p><b><u>Performance Characteristics:</u></b>  Targets pest such as Black medic, Chickweed, Crabgrass, Clover, Dandelion, Goosegrass, Ground Ivy, Henbit, Nutsedge, Pigweed, Plantain, Spurge, Wild Onion, Wild Garlic, Woodsorrel and more. For use in commercial, residential and institutional lawns, Athletic Fields, Sod Farms, Golf</p>	20	1pt.		

		Course Fairways and Roughs and many others. Application consists of 0.220 - 0.331 oz. per 1,000 sq. ft., 9.5 - 14.4 oz. per acre.				
0021	Blindside – 8 oz. (Item provided must be “ <b>BRAND NAME OR EQUAL TO</b> ” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.	<p><b>ACTIVE INGREDIENTS:</b>  Sulfentrazone...<b>60.00%</b>  Metsulfuron-methyl...<b>6.00%</b>  FMC 97285; F6285; CAS: N-[2,4-dichloro-5-[4-difluoromethyl)-4,5-dihydro-3-methyl-5-oxo-1H-1,2,4-triazol-1-yl]phenyl]methanesulfonamide; IUPAC: N-[2,4-dichloro-5-(4-difluoromethyl-3-methyl-5-oxo-4,5-dihydro-[1,2,4]triazol-1-yl)phenyl]methane sulfonamide*; Benzoic acid, 2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]carbonyl]amino]sulfonyl]-, methyl ester**  Other Ingredients...<b>34.00%</b>  Total...<b>100.00%</b></p> <p>Blindside Herbicide contains 0.66 pounds of active ingredient per one pound of product.</p> <p><b>Performance Characteristics:</b>  Targets over 70 broadleaf weeds and sedges, Barnyard grass, Black medic, Chickweed, Clover, Crabgrass (large &amp; smooth), Dandelion, Henbit, Nutsedge (purple &amp; yellow), Plantain, Sedge, Spurge, Wild garlic, Wild onion and others. For use in turf Including residential, commercial and institutional lawns, athletic fields, commercial sod farms, golf courses (Fairways and Roughs), and Other Non-crop Sites.</p> <p><b>Cool-Season grass:</b> Kentucky Bluegrass, Tall Fescue  <b>Warm-Season grass:</b> Bermuda grass and hybrids, Centipede grass, St. Augustine grass, Zoysia grass</p> <p>Application consists of the following:  <b>Cool Season grasses:</b> 0.075 - 0.15 per 1,000 sq. ft. (3.25 - 6.5 oz. per acre)  <b>Warm Season grasses:</b> 0.15 - 0.23 per 1,000 sq. ft. (6.5 - 10 oz. per acre)</p>	25	8 oz.		
0022	Sedgehammer – 1.33 oz. (Item provided must be “ <b>BRAND NAME OR EQUAL TO</b> ” salient / performance	<p><b>ACTIVE INGREDIENTS:</b>  Halosulfuron-methyl...  Methyl 3-chloro-5-(4,6-dimethoxypyrimidin-2-ylcarbamoylsulfamoyl)-1-methylpyrazole-4- carboxylate</p>	25	1.33 oz.		

	<p>characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</p>	<p>(IUPAC) ...<b>75.00%</b> Other Ingredients...<b>25.00%</b> Total...<b>100.00%</b></p> <p><b><u>Performance Characteristics:</u></b> Targets Purple Nutsedge, Yellow Nutsedge, and Kyllinga. For use in turf grass, landscaped areas, and other non-crop areas. Application consists of 0.5 oz. (13.5 grams) per gallon of water per 1,000 sq. ft. Mix 13.5 grams in 1 gallon of water. 1 mixed gallon of solution will cover 1000 sq. ft. One full bottle (1.33 oz.) makes approx. 40 gallons of finished solution. The 13.5 gram pack only makes 1 mixed gallon of solution.</p>				
0023	<p>Quinclorac – ½ Gallon (Item provided must be “<b>BRAND NAME OR EQUAL TO</b>” salient / performance characteristics. Please reference FAR Clause 52.211-6 and VAAR Clause 852.211-73 entailed within this solicitation.</p>	<p><b><u>ACTIVE INGREDIENTS:</u></b> Quinclorac: 3,7-dichloro-8-quinolinecarboxylic acid...<b>15.93%</b> Other Ingredients...<b>84.07%</b> Total...<b>100.00%</b></p> <p>(Equivalent to: 1.50 lbs. quinclorac: 3, 7-dichloro-8-quinolinecarboxylic acid equivalent per gallon.)</p> <p><b><u>Performance Characteristics:</u></b> Approximate use rate consists of 64 oz. per acre (1.45 ounces per 1,000 square feet).</p>	5	½ GAL		

**TOTAL ESTIMATED COST: \$ \_\_\_\_\_**

**NOTE: YOU MUST PROVIDE MATERIAL DATA SHEETS TO SUPPORT REVIEW OF SUPPLY PRODUCT AND THEIR RESPECTIVE COMPLIANCE WITH EACH LINE ITEM DESCRIPTION ABOVE.**

This office is an authorized schedule user, therefore all GSA Schedule Contractors must cite the appropriate GSA Schedule contract number on each ordering document, in order to ensure that this office is receiving GSA Schedule contract prices.

**FINAL EVALUATION CRITERIA:** This award will be evaluated on the basis of Lowest Price Technical Acceptable (LPTA) when reviewed against GSA Schedule information stated above.

## **1.2 DELIVERY SCHEDULE:**

**1<sup>st</sup> order (ASAP) after award:**

	<b>Quantity</b>
<b>Line item 0001</b>	<b>1000</b>
<b>Line item 0005</b>	<b>40</b>
<b>Line item 0006</b>	<b>10</b>
<b>Line item 0010</b>	<b>50</b>
<b>Line item 0016</b>	<b>10</b>
<b>Line item 0021</b>	<b>10</b>
<b>Line item 0022</b>	<b>10</b>

**2<sup>nd</sup> order June 1, 2015**

	<b>Quantity</b>
<b>Line item 0002</b>	<b>1000</b>
<b>Line item 0007</b>	<b>10</b>
<b>Line item 0008</b>	<b>10</b>
<b>Line item 0011</b>	<b>10</b>
<b>Line item 0012</b>	<b>10</b>
<b>Line item 0013</b>	<b>15</b>
<b>Line item 0014</b>	<b>10</b>
<b>Line item 0015</b>	<b>5</b>
<b>Line item 0016</b>	<b>10</b>
<b>Line item 0017</b>	<b>4</b>
<b>Line item 0018</b>	<b>4</b>
<b>Line item 0019</b>	<b>3</b>
<b>Line item 0020</b>	<b>10</b>
<b>Line item 0021</b>	<b>10</b>
<b>Line item 0022</b>	<b>10</b>
<b>Line item 0023</b>	<b>3</b>

**3<sup>rd</sup> order August 1, 2015**

	<b>Quantity</b>
<b>Line item 0003</b>	<b>1000</b>
<b>Line item 0007</b>	<b>10</b>
<b>Line item 0008</b>	<b>10</b>
<b>Line item 0009</b>	<b>20</b>
<b>Line item 0011</b>	<b>10</b>
<b>Line item 0012</b>	<b>10</b>

Line item 0013	10
Line item 0016	5
Line item 0017	4
Line item 0018	4
Line item 0019	2
Line item 0020	10
Line item 0021	5
Line item 0023	2

4<sup>th</sup> order on or before September 30, 2015

	Quantity
Line item 0004	1000
Line item 0016	5
Line item 0017	2
Line item 0018	2
Line item 0022	3

## **A.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (DEC 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>.

(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.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

### **A.3 52.216-18 ORDERING (OCT 1995)**

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

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

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

(End of Clause)

### **A.4 52.216-19 ORDER LIMITATIONS (OCT 1995)**

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

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

(1) Any order for a single item in excess of the schedule quantity;

(2) Any order for a combination of items in excess of the schedule quantity; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

#### **A.5 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 90 calendar days.

(End of Clause)

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

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

(End of Clause)

#### **A.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor by the first day of each fiscal year of the Government or within 60 days after funds for that fiscal year become available, whichever date is later; provided that the Government shall give 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 provision.

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

(End of Clause)

#### **A.8 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, 2013. 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, 2013, 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)

#### **A.9 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)

#### **A.10 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984)**

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to



deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the proviso that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

#### **A.11 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

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

(End of Clause)

#### **A.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

**FAR**  
**Number**

**Title**

**Date**

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.233-1	DISPUTES	MAY 2014
52.242-15	STOP-WORK ORDER	AUG 1989
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.273-76	ELECTRONIC INVOICE SUBMISSION	OCT 2008

#### **A.13 52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by—

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of Provision)

#### **A.14 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)

Supplemental to 52.212-2 Evaluation- Commercial Items

1. Past Performance Information:

(i) **Quality and Satisfaction Rating for Contracts Completed in the Past Three**

**Years:** Provide any

information currently available (letter, metrics, customer surveys, independent surveys, etc.) which

demonstrates customer satisfaction with overall job performance and quality of completed product for same or similar type contracts. In addition, explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc.

(ii) **Past Performance Surveys:** The Government will evaluate the quality and extent of offeror's

experience deemed relevant to the requirements of this RFQ. The Government will use information

submitted by the offeror and other sources such as other Federal Government offices and commercial

sources, to assess experience. Provide a list of three (3) of the most relevant contracts performed for Federal agencies and commercial customers within the last three (3) years. Furnish the following information for each contract referenced:

(A) Company/Division name

(B) Product/Service

(C) Contracting Agency

(D) Contract Number

(E) Contract Dollar Value

(F) Period of Performance

(G) Name, Address, Facsimile Number, and Telephone Number of the Contracting Officer

(H) Comments Regarding Compliance with Contract Terms and Conditions

(I) Comments Regarding any Known Performance Deemed Unacceptable to the Customer or not in Accordance With the Contract Terms and Conditions.

**A.15 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—  
REPRESENTATION AND CERTIFICATIONS (DEC 2012)**

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

"Person"—

(1) Means—

(i) A natural person;



(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"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)).

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

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703–4, by submission of its offer, the offeror—

(1) 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;

(2) 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. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) 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>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

#### **A.16 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)

#### **A.17 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)

#### **A.18 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:

David Dixon

Hand-Carried Address:

Department of Veterans Affairs

NCA Contracting Service  
75 Barrett Heights Rd. Suite 309

Stafford VA 22556

Mailing Address:

Department of Veterans Affairs

NCA Contracting Service

75 Barrett Heights Rd. Suite 309

Stafford VA 22556

(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)

#### **A.19 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)**

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

The clause entitled "Brand name or equal" applies only to the following line items:

All Contract Line Items (CLINS) entailed within this solicitation for CLINS 0001 - 0023.

(End of Clause)

## **A.20 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)

#### **A.21 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

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

(End of Provision)

#### **A.22 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)