

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 8976-000002		PAGE 1 OF 120	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA786-15-R-0282	
6. SOLICITATION ISSUE DATE 07-08-2015		7. FOR SOLICITATION INFORMATION CALL: a. NAME KENNETH DOUGHERTY		b. TELEPHONE NO. (No Collect Calls) KENNETH.DOUGHERTY@VA.GOV		8. OFFER DUE DATE/LOCAL TIME 08-08-2015 2:00 PM	
9. ISSUED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$7.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				15. DELIVER TO CODE FORT SCOTT NATIONAL CEMETERY 900 EAST NATIONAL AVENUE FORT SCOTT KS 66701			
16. ADMINISTERED BY CODE Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556				17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			
18a. PAYMENT WILL BE MADE BY CODE www.tungsten-network.com/customer-campaigns/veterans-affairs/ PHONE: FAX:				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				19. ITEM NO.			
20. SCHEDULE OF SUPPLIES/SERVICES THE CONTRACTOR SHALL PROVIDE ALL SUPERVISION, EQUIPMENT, MATERIALS, LABOR, VEHICLES, AND TOOLS NECESSARY TO PROVIDE GROUNDS MAINTENANCE SERVICES FOR FORT SCOTT NATIONAL CEMETERY. ALL QUESTIONS FOR THIS SOLICITATION MUST BE SUBMITTED VIA EMAIL TO KENNETH.DOUGHERTY@VA.GOV BY 12:00 PM ON 7/27/2015. QUESTIONS WILL NOT BE ADDRESSED OR ANSWERED OVER THE PHONE. SEE SCHEDULE ON PAGES: DUNS# TAX ID# EMAIL: PHONE: SUBMIT PROPOSAL VIA VA eCMS VENDOR PORTAL WEBSITE AT: HTTPS://WWW.VENDORPORTAL.ECMS.VA.GOV THIS IS A 100% SET ASIDE FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB) ONLY. (Use Reverse and/or Attach Additional Sheets as Necessary)				21. QUANTITY 0			
22. UNIT				23. UNIT PRICE			
24. AMOUNT				25. ACCOUNTING AND APPROPRIATION DATA			
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00				27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			
29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:				30a. SIGNATURE OF OFFEROR/CONTRACTOR			
31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) KENNETH DOUGHERTY CONTRACTING OFFICER				30c. DATE SIGNED			
31c. DATE SIGNED				32. AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE			

Table of Contents

SECTION A – CONTINUATION OF SF1449 BLOCKS	4
A.1 CONTRACT ADMINISTRATION DATA	4
SECTION B: DESCRIPTION/SPECIFICATION/STATEMENT OF WORK	10
B.1 PRICE SCHEDULE.....	10
B.2 STATEMENT OF WORK.....	15
DIGNITY CLAUSE	25
STANDARDS OF EMPLOYEE CONDUCT	26
SECTION C - CONTRACT CLAUSES	56
C.1 52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)	56
C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)	56
C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	62
C.4 52.243-1 CHANGES—FIXED-PRICE (AUG 1987) ALTERNATE I (APR 1984).....	63
C.5 52.216-18 ORDERING (OCT 1995)	64
C.6 52.216-19 ORDER LIMITATIONS (OCT 1995).....	64
C.7 52.216-21 REQUIREMENTS (OCT 1995)	65
C.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	65
C.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	65
C.10 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)	66
C.11 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)	67
C.12 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997).....	67
C.13 SUPPLEMENTAL INSURANCE REQUIREMENTS	68
C.14 52.228-16 PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION (NOV 2006)	68
C.15 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)	69
C.16 52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996).....	69
C.17 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008).....	70
C.18 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992).....	70
C.19 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)	70
C.20 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)	72
C.21 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984).....	72
C.22 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012).....	72
C.23 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015).....	73
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	80
ATTACHMENT A - SERVICE ACT WAGE DETERMINATION	81
ATTACHMENT B - PAST PERFORMANCE QUESTIONNAIRE.....(see attached)	

SECTION E - SOLICITATION PROVISIONS	90
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (APR 2014)	90
E.2 52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (DEVIATION 2015-02)	94
E.3 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (DEC 2014)	94
E.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)	95
E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	96
E.6 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)	98
E.7 52.216-1 TYPE OF CONTRACT (APR 1984).....	98
E.8 52.233-2 SERVICE OF PROTEST (SEP 2006)	98
E.9 52.237-1 SITE VISIT (APR 1984).....	99
E.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	99
E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)	100
E.12 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)	100
E.13 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)	100
E.14 VAAR 852.273-70 LATE OFFERS (JAN 2003).....	101
E.15 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)	101
Addendum to FAR 52.212-2.....	101
E.16 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAR 2015).....	106

SECTION A – CONTINUATION OF SF1449 BLOCKS

A.1 CONTRACT ADMINISTRATION DATA

(Continuation from Standard Form 1449, block 18A)

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

a. CONTRACTOR:

b. GOVERNMENT: Kenneth M. Dougherty, Contract Specialist 00786
Department of Veterans Affairs
National Cemetery Administration (NCA)
75 Barrett Heights Rd. Suite 309
Stafford, VA 22556

Kenneth.dougherty@va.gov

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

- ☒ 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or
☐ 52.232-36, Payment by Third Party

NOTE: awardee must use electronic invoicing system: also the Tungsten Network weblink and information can be seen below

www.tungsten-network.com/customer-campaigns/veterans-affairs/ additionally all vendor must be registered in SAM (SYSTEM FOR AWARD MANAGEMENT) when proposal submitted
<https://www.sam.gov/portal/public/SAM/#1>

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 mailed to the following address:

All invoices from the contractor shall be sent electronically by following instruction as stated at website:
www.tungsten-network.com/customer-campaigns/veterans-affairs/ See VAAR clause 852.232-72 Electronic Submission of Payment Requests (NOV 2012) on p. 73 for more information.

Contents of Invoice:

- Contractor Information (Name, Complete Address, Telephone Number, Taxpayer Identification Number)

- Date of Invoice
- Invoice Number
- Purchase Order Number (Only one purchase order may be included on each invoice submitted)
- Cemetery Name
- Unit Cost
- Total Invoice Amount
- What Was Provided

5. SOLICITATIONS:

Failure to submit all required documentation as required may result in your submission being found to be technically unacceptable.

The Government reserves the right to request performance and payment bonding as a condition for contract award.

- All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award.
- 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.
- 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, Kenneth M. Dougherty, at kenneth.dougherty@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.
- 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, 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 10. CAUTION - LATE Submissions, Modifications, and Withdrawals. 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.

- e. The proposal package should contain the following:
 - i. SF1449 with completed blocks 14, 15, 16, 17, 18, 19, & 20(a, b & c) and DUNS number entered in block 10;
 - ii. Acknowledgement of any amendments;

The following items shall be addressed and submitted in **four (4)** separate files:
VOLUME I.A: Technical Proposal addressing evaluation factors (see FAR Clause 52.212-2) and Statement of Work (SOW) requirements;
VOLUME I.B: A Redacted copy of the Technical Proposal which does not include any information which can be used to identify the offeror, e.g., Company Name, DUNS, mailing address, personnel’s names, etc.,.
VOLUME II: Price Proposal for all items in the schedule;
VOLUME III: SF-1449, Amendments, Required Certs and Reps, Licenses, Bonding, Insurance, etc. Completed FAR Provision 52.212-3 “Certifications and Representations” or indicate whether contractor has completed the annual representations and certifications electronically at <http://sams.gov>.

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 and removed from further consideration.

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN THIS SECTION PRIOR TO THE TIME SPECIFIED IN BLOCK 13 of SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

- **Bonding:** The Government retains the right to ask for bonding (bid, performance, payment) if it is determined to be necessary to address Government concerns. In such cases, the Government will reimburse 100% of the bonding price. Failure to receive or qualify for bonding will result in removal from further consideration for award. The Experian comprehensive Report will be one of the tools used to determine if bonding should be required due to the business financial stress score/summary. The number of contracts outstanding will be another consideration in determining if bonding will be needed. Failure to obtain bonding within a reasonable time will result in withdrawal of award and discussion with the next best offer. If bonding is not required, the prime is required to notify all sub-contractors that there is no bonding on the contract.

See table below to summarize how to submit a proposal.

Volume	Factor	File Name on Electronic File	Page Limitations
Volume I.A	Technical/Management Approach	Tech.doc/pdf	20
Volume I.B	Redacted Technical/Management Approach, Required Cert., Licenses, Resumes no logos, names	Tech.doc/pdf	20
Volume II	Price	Price.xls/pdf/doc	No Limits
Volume III	SF-1449, Amendments, Required Certs and Reps, Licenses, Bonding, Insurance, etc.	ReqDocs.doc/pdf	No Limits

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.**

VAAR 819.7003 Eligibility

(a) Eligibility of SDVOSBs and VOSBs continues to be governed by the Small Business Administration regulations, 13 CFR subparts 125.8 through 125.13, as well as the FAR, except where expressly directed otherwise by the VAAR, and 38 CFR verification regulations for SDVOSBs and VOSBs.

(b) At the time of submission of offer, the offeror must represent to the contracting officer that it is a—

(1) SDVOSB concern or VOSB concern;

(2) Small business concern under the North American Industry Classification System (NAICS) code assigned to the acquisition; and

(3) Verified for eligibility in the VIP database.

NOTE: Vendors not registered in the VIP database by the closing date of the solicitation will be determined to be **technically unacceptable and ineligible for award** under this solicitation.

7. 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.

8. ACQUISITION: Total (100%) Service Disabled Veteran Owned Small Business Set-Aside: (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside. Accordingly, any contract resulting from this solicitation will include this clause. 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 aeration and topdress application 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.

In accordance with FAR 12.101, to furnish grounds maintenance 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 firm 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.

9. TYPE OF CONTRACT: This is a firm fixed price requirements contract in accordance with FAR 52.216-1 Type of Contract. Grounds maintenance services involve non-personal services. The personnel rendering the services 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. This is not a Lowest Price Technically Acceptable (LPTA) evaluation process (see evaluation criterion).

10. 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.

11. CONTRACT TERMS: The term of this contract shall be for a period from Date of Award through September 30, 2016 plus four (4), one-year options if exercised. Contractor will 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 Representative (COR).

12. 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 COR(s).

13. 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.

14. 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 Fort Scott National Cemetery, YOU MUST CONTACT the Cemetery Director at (620) 223-2505 to make arrangements.**

15. POST AWARD CONFERENCE: Prior to commencement of work, contract awardee is required to 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.

16. CONTRACT SURVEILLANCE: For serious contract performance deficiencies, or when less formal communications fail to resolve minor performance deficiencies, the COR will issue a Contract Discrepancy Report (CDR) to the Contractor (Exhibit 4). The CDR will require the Contractor to respond in writing why the performance was unacceptable, what corrective actions have been/will be taken to fix the discrepancy, and how avoidance of a recurring problem will be prevented in the future. If the Contractor does not achieve satisfactory performance by correcting the discrepancy identified in the CDR

by the end of the next period or agreed suspense date, further actions may be considered by the Contracting Officer, to include a determination on whether continued performance by the contractor is feasible. When a CDR is issued for a service, the Contracting Officer and/or the COR may exercise any contractual remedy available for non-performance, in accordance with FAR 52.212-4, "Inspection and Acceptance".

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

If a holiday falls on Sunday, the following Monday will be observed as the legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by U.S. Government agencies. Also included would be any day specifically declared by the President of the United States of America as a national holiday.

LIMITATIONS ON SUBCONTRACTING – MONITORING AND COMPLIANCE:

This solicitation includes (VAAR) 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set- Aside. Accordingly, any contract resulting from this solicitation will include this clause.

The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, Obtaining Access to Proprietary Information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

SECTION B: DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

**Fort Scott
National Cemetery**

900 East National Avenue, Fort Scott, KS 66701

B.1 PRICE SCHEDULE

Contractor shall furnish all equipment, parts, materials, labor and supervision necessary for turf mowing, trimming, and edging services at Fort Scott National Cemetery. Contract period will consist of a base period from October 1, 2015 through September 30, 2016, with four (4)-1 year options, if exercised. Units and services shall be in accordance with the Statement of Work, Technical Specifications, and conditions contained in this solicitation.

Note: all Option Years are subject to the availability of appropriated funds; options are not guaranteed, and the Government's decision not to exercise an option shall not be understood, construed, or intended as a termination.

<u>Base Year: Date of award thru September 30, 2016</u>					
CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
0001	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 19.10 acres, mowed 30 times = Est. 573.00 acres mowed.)	573.00	Acre	\$ _____	\$ _____
0002	String trim grass in improved turf areas inaccessible to mowing equipment to include all sidewalks, curbs, driveways, trees, planting beds, monuments, buildings, walls, fences, signs, other vertical surfaces. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 19.10 acres, trimmed 30 times = Est. 573.00 acres trimmed.)	573.00	Acre	\$ _____	\$ _____
0003	Mow and string trim all unimproved native turf areas. (Est. 11.81 acres, mowed 8 times = Est. 70.86 acres mowed and trimmed)	71	Acre	\$ _____	\$ _____
0004	Trim headstones and edge markers in conjunction with every mowing. Remove and replace graveside flowers and associated items. Remove grass clippings, debris, and trash from headstones and flat markers. (Est. 5,450 upright headstones and 295 flat markers, trimmed/edged 30 times = Est. 172,350 headstones and markers)	172,350	Headstone or Marker	\$ _____	\$ _____
0005	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris,	40,000	Linear Foot	\$ _____	\$ _____

	trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 5,000 linear feet, edged 8 times = Est. 40,000 linear feet edged.)				
				Total Cost For the Base Year:	\$ _____

<u>Option Year 1: October 1, 2016 thru September 30, 2017</u>					
CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1001	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 19.10 acres, mowed 30 times = Est. 573.00 acres mowed.)	573.00	Acre	\$ _____	\$ _____
1002	String trim grass in improved turf areas inaccessible to mowing equipment to include all sidewalks, curbs, driveways, trees, planting beds, monuments, buildings, walls, fences, signs, other vertical surfaces. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 19.10 acres, trimmed 30 times = Est. 573.00 acres trimmed.)	573.00	Acre	\$ _____	\$ _____
1003	Mow and string trim all unimproved native turf areas. (Est. 11.81 acres, mowed 8 times = Est. 70.86 acres mowed and trimmed)	71	Acre	\$ _____	\$ _____
1004	Trim headstones and edge markers in conjunction with every mowing. Remove and replace graveside flowers and associated items. Remove grass clippings, debris, and trash from headstones and flat markers. (Est. 5,520 upright headstones and 295 flat markers, trimmed/edged 30 times = Est. 174,450 headstones and markers)	174,450	Headstone or Marker	\$ _____	\$ _____
1005	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 5,000 linear feet, edged 8 times = Est. 40,000 linear feet edged.)	40,000	Linear Foot	\$ _____	\$ _____
			Total Cost For the Option Year 1:		\$ _____

<u>Option Year 2: October 1, 2017 thru September 30, 2018</u>					
CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
2001	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 19.10 acres, mowed 30 times = Est. 573.00 acres mowed.)	573.00	Acre	\$ _____	\$ _____
2002	String trim grass in improved turf areas inaccessible to mowing equipment to include all sidewalks, curbs, driveways, trees, planting beds, monuments, buildings, walls, fences, signs, other vertical surfaces. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 19.10 acres, trimmed 30 times = Est. 573.00 acres trimmed.)	573.00	Acre	\$ _____	\$ _____
2003	Mow and string trim all unimproved native turf areas. (Est. 11.81 acres, mowed 8 times = Est. 70.86 acres mowed and trimmed)	71	Acre	\$ _____	\$ _____
2004	Trim headstones and edge markers in conjunction with every mowing. Remove and replace graveside flowers and associated items. Remove grass clippings, debris, and trash from headstones and flat markers. (Est. 5,600 upright headstones and 300 flat markers, trimmed/edged 30 times = Est. 177,000 headstones and markers)	177,000	Headstone or Marker	\$ _____	\$ _____
2005	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 5,000 linear feet, edged 8 times = Est. 40,000 linear feet edged.)	40,000	Linear Foot	\$ _____	\$ _____
			Total Cost For the Option Year 2:		\$ _____

<u>Option Year 3: October 1, 2018 thru September 30, 2019</u>					
CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
3001	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 19.10 acres, mowed 30 times = Est. 573.00 acres mowed.)	573.00	Acre	\$ _____	\$ _____
3002	String trim grass in improved turf areas inaccessible to mowing equipment to include all sidewalks, curbs, driveways, trees, planting beds, monuments, buildings, walls, fences, signs, other vertical surfaces. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 19.10 acres, trimmed 30 times = Est. 573.00 acres trimmed.)	573.00	Acre	\$ _____	\$ _____
3003	Mow and string trim all unimproved native turf areas. (Est. 11.81 acres, mowed 8 times = Est. 70.86 acres mowed and trimmed)	71	Acre	\$ _____	\$ _____
3004	Trim headstones and edge markers in conjunction with every mowing. Remove and replace graveside flowers and associated items. Remove grass clippings, debris, and trash from headstones and flat markers. (Est. 5,680 upright headstones and 300 flat markers, trimmed/edged 30 times = Est. 179,400 headstones and markers)	179,400	Headstone or Marker	\$ _____	\$ _____
3005	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 5,000 linear feet, edged 8 times = Est. 40,000 linear feet edged.)	40,000	Linear Foot	\$ _____	\$ _____
			Total Cost For the Option Year 3:		\$ _____

<u>Option Year 4: October 1, 2019 thru September 30, 2020</u>					
CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
4001	Mow all improved turf areas. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 19.10 acres, mowed 30 times = Est. 573.00 acres mowed.)	573.00	Acre	\$ _____	\$ _____
4002	String trim grass in improved turf areas inaccessible to mowing equipment to include all sidewalks, curbs, driveways, trees, planting beds, monuments, buildings, walls, fences, signs, other vertical surfaces. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 19.10 acres, trimmed 30 times = Est. 573.00 acres trimmed.)	573.00	Acre	\$ _____	\$ _____
4003	Mow and string trim all unimproved native turf areas. (Est. 11.81 acres, mowed 8 times = Est. 70.86 acres mowed and trimmed)	71	Acre	\$ _____	\$ _____
4004	Trim headstones and edge markers in conjunction with every mowing. Remove and replace graveside flowers and associated items. Remove grass clippings, debris, and trash from headstones and flat markers. (Est. 5,750 upright headstones and 300 flat markers, trimmed/edged 30 times = Est. 181,500 headstones and markers)	181,500	Headstone or Marker	\$ _____	\$ _____
4005	Blade Edge all curbing, sidewalks, and roads. Remove grass clippings, debris, trash and clean sidewalks, patios, roadways, curbs, and parking areas. (Est. 5,000 linear feet, edged 8 times = Est. 40,000 linear feet edged.)	40,000	Linear Foot	\$ _____	\$ _____
			Total Cost For the Option Year 4:		\$ _____

PRICE SUMMARY TOTALS

	<u>Total Cost</u>
Base Year – date of award thru 9/30/2016:	\$ _____
Option Year 1 – 10/1/2016 – 9/30/2017:	\$ _____
Option Year 2 – 10/1/2017 – 9/30/2018:	\$ _____
Option Year 3 - 10/1/2018 – 9/30/2019:	\$ _____
Option Year 4 - 10/1/2019 – 9/30/2020:	\$ _____
Grand Total (Base + all Option Years):	\$ _____

NOTE: Contract Line Items Numbers (CLINs) and Associated Price.

Offerors shall enter unit cost and total amounts for each CLIN as indicated in the schedule. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid price and the total of the CLINs will be recomputed accordingly.

Offerors shall enter the Total Cost for each year in the “Summary Totals” where indicated. Offeror shall calculate the Grand Total for all years and enter where indicated.

Offeror is to understand the quantities stated in the schedule are estimates for pricing purposes only. Acreage or linear feet stated in the schedule may not be exact.

B.2 STATEMENT OF WORK**1. GENERAL INFORMATION**

- 1.1.** This is a performance-based contract for cemetery grounds maintenance services at Fort Scott National Cemetery, Fort Scott, Kansas and hereafter referred to as “Cemetery” or “Fort Scott”. The overall responsibility of the Contractor is to plan, coordinate, organize, manage, and perform the activities of mowing and trimming; trimming around headstones, edging around flat markers; curb/sidewalk edging; weed control; providing fertilizer; and associated services described herein required to maintain a healthy and aesthetic appearance of the Cemetery. Fort Scott National Cemetery is located at 900 East National Avenue, Fort Scott, KS 66701.
- 1.2.** This Statement of Work describes the basic objectives of the Fort Scott Grounds Maintenance Program. The Performance Based Service Contract provides potential Offerors the flexibility to develop cost effective solutions and the opportunity to propose innovative alternatives to meet the stated objectives. It also presents the Government with an opportunity to assess the Offeror’s understanding of all aspects of the effort to be performed by eliminating the "how to" instructions to accomplish the required effort normally contained on the Statement of Work that the Government traditionally provides to

prospective Offerors. Minimum acceptable levels of performance to meet the minimum requirements are outlined in the “Services Delivery Summary” contained in Exhibit 1.

1.3. The National Cemetery Administration Mission.

1.3.1. The National Cemetery Administration honors veterans with a final resting place and lasting memorial that commemorate their service to our Nation. National Cemeteries are National Shrines. Therefore, the standards for management, maintenance, appearance and operational procedures performed by the Contractor have been established by the National Cemetery Administration to reflect this Nations’ concern and respect for those interred there. For this reason, the Contractor’s strict adherence to the Statement of Work, Performance Work Requirements Summary and Guidance Specifications shall be required and shall be essential.

1.4. Background.

1.4.1. In 1999 Congress passed legislation requiring VA to ensure that National Cemeteries serve as a dignified and respectful setting. Each Cemetery is to be an expression of appreciation and respect of a grateful Nation for the service and sacrifice of her veterans.

1.4.2. Further, each National Cemetery is to be maintained as a National Shrine. A National Shrine is defined as a place of honor and memory that declares to the visitor/family who views it as a majestic setting, offering a sense of serenity, historic sacrifice and nobility of purpose. The National Cemetery is a beautiful and awe-inspiring tribute to those who gave much to preserve our Nation’s freedom and way of life.

2. DESCRIPTION OF CONTRACT OBJECTIVES

- 2.1. The Contractor shall furnish all labor, supervision, professional expertise, vehicles, tools, equipment, materials, and services necessary to ensure that grounds maintenance is performed in a manner that shall meet or exceed the requirements to maintain healthy turf grass and that presents a clean, neat, professional and aesthetic grounds appearance throughout the Cemetery. The Contractor’s performance will be based on the Contracting Officer’s (CO) and Contracting Officer’s Representative (COR) evaluation and of the results required by the Service Delivery Summary (SDS) and not the method of performance. It is at the Contractor’s discretion to determine the methods to attain the level of service at the best value. The evaluation of results will be based on COR performance assessment, tenant satisfaction, and customer complaints. Final results of the evaluations will be the determining factor for the success or failure of this contract. The Contractor shall comply with applicable federal, regional, state, local laws, and commercial standards.
- 2.2. Services include, but are not limited to, mowing, trimming (features and headstones), edging (features and flat markers), weed control, providing fertilizer, removal of trash (generated by the Contractor), as well as sweeping or blowing off grass from sidewalks, roads and headstones. Scheduling of services shall be coordinated with the COR to avoid disruption of ongoing Cemetery operations. All work shall be done during normal Federal workdays during Cemetery workday hours. The exception is Memorial Day, which may be

a workday for Federal employees, but not for the Contractor. No work shall be allowed during special weekend activities.

- 2.3.** The Contractor shall be responsible for full management of the facility's grounds maintenance services described herein. The Government's objectives are described in the NCA's "Operational Standards and Measures" (given upon request of the Contracting Officer), the Statement of Work (SOW), and other requirements identified herein, as they are applicable to the services required in the Pricing Schedule. The Contractor shall develop a "Performance Work Plan" that contains solutions to accomplish the Government's objectives. The Contractor may use whatever method it chooses to meet the objectives, as long as the end result satisfies the minimum acceptable levels of performance as defined in Services Delivery Summary (SDS).

2.4. Contract Objectives.

- 2.4.1. To use an innovative and creative technical approach to manage the Cemetery grounds maintenance operation at the Fort Scott National Cemetery in order to maintain the high standards of appearance as a National Shrine, in accordance with best commercial practices and the requirements identified in this solicitation.
- 2.4.2. To have the Contractor perform to its Technical Performance Approach focused on criteria designed to maintain healthy grass and a clean, neat and professional grounds appearance overall.
- 2.4.3. The minimum life of the contract is planned for one base period with up to four (4) one-year options individually exercised at the VA's discretion and dependent on the availability of funds.

3. DESCRIPTION OF SERVICES:

- 3.1. Improved Grounds Mowing.** The Contractor shall mow all Improved Grounds to look well-manicured, with a neat and professional appearance at all times. Improved Grounds are visually prominent and medium visual impact areas requiring more frequent maintenance, such as burial areas, high visibility specialty areas, and non-burial areas (see Exhibit 6, *Definitions*). All Improved Grounds shall be maintained in the same manner as a high quality residential lawn under contract from a professional lawn maintenance service. This generally requires a complete mow/trim cycle every week during the growing season (March through October). Mowed areas shall be uniform in appearance, free of skips, gaps, scalping, rutting, bruising, and uneven and rough cutting.

- 3.1.1. The Contractor shall maintain grass height within one (1) inch (+/-) of that which is professionally recommended for the predominant grass type at the Cemetery (Fescue) or as directed by the COR. Optimally, the height should be no more than one-half an inch (1/2") above the recommended range for the type of turf at the Cemetery as directed by the COR. The typical acceptable height ranges between 2 and 4 inches (optimal height of 2.5 inches); however, the COR, with input from the Memorial Service Network (MSN) Agronomist, may direct the Contractor on the particular height to mow at any given time depending on weather conditions.

- 3.1.2. The Contractor shall be required to pick up, collect and dispose of debris and trash (see Exhibit 6, *Definitions*), natural and manmade, prior to and after mowing/trimming any area.
 - 3.1.3. The Contractor shall identify, move and replace all floral or commemorative items, etc. to their original locations as necessary while performing mowing/trimming services.
 - 3.1.4. The Contractor shall keep all headstones, flat markers, monuments, roadways, walkways (inside and out), flagpole bases, public visitor areas including at the Committal Shelter, or other non-turf areas free of clipping or edging deposits. Clippings shall be mechanically blown or swept onto nearby turf areas when possible, or collected and disposed of on the same day as the mowing, trimming, or edging event that produced them. At no time is freshly mowed grass to be blown onto headstones
 - 3.1.5. The Contractor shall immediately remove and dispose of, or mulch clearly visible clumps of grass clippings on top of the turf to prevent the appearance of windrows.
 - 3.1.6. The Contractor shall use commercial grade rear-discharge mowers or commercial grade mowers with mulching decks only. The Contractor shall use properly maintained and adjusted cutting equipment to prevent streaks or irregularities, uneven cutting, plowing, or gouging of the soil. Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut and not torn or damaged. Riding mowers may be used if they are not operated within two (2) inches of markers, monuments, tree trunks or other vertical surfaces.
 - 3.1.7. All mowing equipment shall be cleaned before unloading or mowing at the Cemetery to reduce the risk of introducing contaminant weed seeds into the Cemetery turf. No equipment shall be cleaned on Cemetery property.
 - 3.1.8. The Contractor shall hand mow new seed/sod areas (present at all newly buried gravesites, second interment gravesites, and repaired gravesite locations) until they are fully established to the point where they will not be damaged by riding mowers.
 - 3.1.9. The Contractor shall be familiar with and utilize different mowing patterns and shall change direction, change patterns, and vary mower wheel width patterns after each mowing thereby reducing turf wear, prevent wheel rutting, and provide a neater appearance. All mowing around trees will be accomplished in a manner that prevents a “ringing pattern” around the tree and associated damage to turf.
 - 3.1.10. There may be periods of excessive rainfall when the Contractor cannot access areas for mowing due to excessive wetness. The COR has the authority to stop work if weather conditions are such that work that day will do more damage than good to the Cemetery grounds. During these periods, the Contractor shall be expected to ensure the grass is cut in less than a week’s time once grass is suitable for mowing.
- 3.2. Trimming.** The Contractor shall trim grass and vegetation around vertical surfaces or any other structure or area that cannot be maintained by traditional mowing equipment to match surrounding area grass height within Improved Grounds. Streaks or irregularities, uneven

cutting, plowing, or gouging of the soil is unacceptable. The vertical surfaces to be trimmed include headstones, flat markers, section markers, monuments, trees, planting beds, shrubs, buildings, curbs/curbing, fences, walls, poles, signs, fire hydrants, parking lot bumper blocks, boulders, utility/valve boxes and covers.

3.2.1. The Contractor shall trim turfgrass surrounding headstones and flat markers to its recommended height for the type of turf at the Cemeteries after each mowing cycle.

3.2.2. The Contractor shall trim all areas concurrent with mowing. Trimming operations of all non-mowed turf areas shall be considered a part of mowing. The Contractor shall mow first, followed by trimming.

3.2.3. The Contractor shall remove or mulch grass clippings when visible after trimming, before leaving work area.

3.2.4. The Contractor shall exercise caution to avoid contact with headstones, markers, monuments, building walls, trees, shrubs, flowers, any other desirable plant materials, etc. or any other structure than can be damaged by contact with the trimming device's cutting instrument.

3.2.5. The Contractor shall use commercial grade power trimmers and power edgers to trim grass from around headstones, flat markers, monuments, section markers, etc. The Contractor shall use trimmers with a plastic blade attachment to cleanly trim edges around all headstones and flat markers, monuments, section markers, etc. or as otherwise approved by the COR.

3.3. Feature Edging. The Contractor shall blade edge all streets, curbs, walkways, tree wells, permanent building/structure lines, and planting beds. Edging shall provide a clear zone ½" to 1" wide by 2" to 3" deep with all vegetation removed from joints and cracks. Damage to asphalt/concrete shall be avoided. Edging events shall be completed as ordered by the COR. The first edging cycle shall be completed approximately at the start of the mowing season, the second cycle one week prior to Memorial Day, the third during the month of July, and a fourth edging during the month of September. Additional edging events may be scheduled by the COR. The exact dates will be provided by the COR.

3.4. Flat Marker Blade Edging. The Contractor shall edge turf perpendicular to the outside perimeter (edge) of flat grave markers to remove all grass/vegetation that is growing around or over the entire outside perimeter of the flat grave markers **during each mow/trim cycle**. The depth of the vertical cut at the edge of the flat markers shall be 1" to 2" deep and the width of the cut shall not exceed ½". There shall be a clean and neat vertical edge left around each flat marker. No metal blades shall be used to edge around flat markers. The Contractor shall exercise caution not to chip flat markers with blades. Flat markers are grouped together in the same burial sections.

3.5. Unimproved Grounds Mowing and Trimming. The Contractor shall mow and trim all Unimproved Grounds to look neat and professional. The Unimproved Grounds at Fort Scott National Cemetery is a previous horse farm that currently has an unoccupied house and other farm structures. These grounds are generally viewed at a distance and meant to be maintained in a neat but natural state. The Contractor shall maintain grass height between 4 and 10 inches. This generally requires a complete mow/trim cycle every month

during the growing season (March through October). Mowed areas shall be uniform in appearance, free of skips, gaps, scalping, rutting, bruising, and uneven and rough cutting. Trimming height shall match surrounding area grass height. All areas shall be trimmed concurrent with mowing. Fences in Unimproved areas shall be free of vines/vegetation. The Contractor shall mulch or remove grass clippings when visible after trimming, before leaving work area.

4. **SERVICE DELIVERY SUMMARY (SDS).** The contract service requirements are summarized in performance objectives that relate directly to requirements. The performance threshold briefly describes the minimally acceptable levels of service required for each requirement. The SDS and the Contractor's Quality Control Plan provide information on contract requirements, the expected level of Contractor performance and the expected method of government validation and confirmation of services provided. These thresholds are critical to mission success. During the initial 30 days of the contract, two additional errors on each performance objective shall be allowed in an effort to identify normal "phase-in" problems.
- 4.1. **Quality Control.** The Contractor shall develop, submit for Contracting Officer and COR acceptance, and maintain a Quality Control program to ensure grounds maintenance services are performed in accordance with the requirements of this contract.
 - 4.1.1. The Contractor shall submit a Quality Control Plan (QCP) for Contracting Officer and COR acceptance within fourteen (14) calendar days after contract award. Any changes thereafter must also be provided to Contracting Officer and COR for acceptance.
 - 4.1.2. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum the Contractor shall develop Quality Control procedures addressing the areas identified in Paragraph 3, *Description of Services*. The Contractor shall provide at least one (1) full time person dedicated to Quality Control.
 - 4.1.3. The Contractor's QCP shall include the following or have incorporated into during performance of contract, at a minimum:
 - 4.1.3.1. An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis; how often inspections will be accomplished and documented; and the title of the individual(s) who will perform the inspections.
 - 4.1.3.2. On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection.
 - 4.1.3.3. Incorporation of either active or established internal policy and procedures for updating equipment and procedures that may affect performance of contract.

- 4.1.3.4. The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.
- 4.1.3.5. On-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.
- 4.1.3.6. A log to account for all requests for immediate service. The log shall indicate the date and time of services, and description of results and completion of these services.
- 4.1.3.7. On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

4.2. Quality Assurance. The COR will evaluate the Contractor's performance through on-site inspections, evaluation of the Contractor's quality control program and receipt of complaints from Cemetery personnel in accordance with the attached Quality Assurance Surveillance Plan (QASP), Exhibit 7.

- 4.2.1. The COR may inspect each task as completed or increase the number of Quality Assurance inspections if called for by repeated failures discovered during inspections or repeated customer complaints. Likewise, the COR may decrease the number of Quality Assurance inspections if performance dictates.
- 4.2.2. The COR will also receive and investigate complaints from various customers visiting the Cemetery. The Contractor shall be responsible for initialing validated visitor complaints. The COR will make final determination of the validity of visitor complaint(s).

4.3. Supervision.

- 4.3.1. Contractor Superintendent: The Contractor shall provide a competent and experienced supervisor who speaks and writes fluent English on site for at least four (4) hours a day whenever work is being performed, other than trash and debris pick-up.
- 4.3.2. The Contractor Superintendent's will be evaluated on the number of years' experience as a direct supervisor of grounds maintenance operations that included mowing, trimming, edging, and cleanup in industrial, commercial or public sites.
- 4.3.3. The Contractor Superintendent shall ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is maintained.
- 4.3.4. The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required. The Contractor is expected to remove any employees from the Cemetery

for cause, to include, but not limited to, safety violations, other misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government. If the Contractor fails to act in this regard, or the reason for a removal is immediately required to protect the interests of the Government, the COR may direct the removal of an employee from the premises. Contractor objections to any such action shall be referred to the Contacting Officer (CO) for final resolution; however, the Contractor will first immediately comply with COR direction pending any CO final resolution at a later time or date. The Contractor shall not be due any type of compensation for their costs incurred as a result of an employee being removed for cause; unless the removal is directed by the COR, and is later found invalid and/or unreasonable by the CO.

- 4.3.5. In the absence of the Superintendent, the Contractor shall appoint an English-speaking crew foreman or an employee who shall be responsible to insure that the work is being accomplished in an expeditious manner, is performed in accordance with the contract specifications and that the work will progress without undue delay.

4.4. Inspection and Cleaning of Cemetery Facilities.

- 4.4.1. The Contractor shall perform a weekly inspection. During this inspection the appearance of the Cemetery shall be observed, and any deficiencies noted within the scope of the contract shall be corrected as soon as practicable. Items that need correcting outside the scope of the contract shall be reported to the COR or his/her representative.
- 4.4.2. The Contractor shall be required to submit inspection reports and work accomplished to the COR weekly. The inspection forms will be provided to the Contractor. (See “Work Summary and Progress Report”, Exhibit 3)

4.5. Reporting and Record Keeping.

- 4.5.1. The Contractor Superintendent shall report on a daily basis to the COR at the Maintenance Building of the Cemetery and log in on days when work is being performed. This DAILY check-in is mandatory and shall be at a time agreed upon by the COR and the Contractor Superintendent. The purpose of the DAILY meeting is to coordinate and establish the daily work schedule to ensure that no work is being performed at the immediate site of a scheduled interment or ceremony, and to submit the required written reports to the COR. These Daily meetings are for the Contractor Superintendent to ask questions and ensure he/she understands the off-limit areas, which may vary depending on the event. The Contractor Superintendent can thus assign tasks accordingly throughout the rest of the Cemetery so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor Superintendent fails to re-direct employees away from an event in a timely fashion, the COR may then assist in doing so.
- 4.5.2. The Contractor Superintendent shall provide WEEKLY and DAILY work schedules to the COR. The Contractor is required to schedule all required services and is further required to comply with his schedule except for delays beyond his control. Such delays shall be coordinated through the COR. The work schedule

shall include deficient work identified by Contractor's quality control inspections and not yet corrected.

- 4.5.3. The Contractor shall submit the WEEKLY schedule every Friday by 3:00 P.M. indicating the work to be performed during the following week and the DAILY schedule shall be submitted on a daily basis by 8:00 A.M. indicating work being performed on that day.
- 4.5.4. The Contractor Superintendent shall provide WEEKLY an accurate written report identifying all work that took place within the previous seven (7) calendar days. The Contractor shall document services performed, indicate the location where work was to be performed, and provide information to the COR as required.
- 4.5.5. A list of scheduled ceremonies will be provided to the Contractor Superintendent the week prior to the scheduled events, and a list of scheduled funerals will be provided daily. The Contractor Superintendent shall be solely responsible for ensuring that no contract work causes any funeral, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity or security of the event is compromised. The Contractor shall be solely responsible for staying abreast of all such upcoming events and when in doubt, he/she must ask the COR.
- 4.5.6. The Contractor's performance and progress on this contract shall be measured weekly based on how timely, accurately, and adequately he/she accomplishes and completes the weekly work scheduled and as needed to systematically accomplish the contract work over the duration of the project. In instances where the COR determines that the work is behind schedule, he will notify the Contracting Officer and the Contractor shall increase workforce and/or hours of operation at no additional cost to the Government in order to achieve completion of the contract work within the specified timeframe.
- 4.5.7. SUBMITTALS - The Contractor shall submit the following documents or information in accordance with the table below.

Table 4.5. Submittal Schedule

Submittal	Frequency	Submittal Schedule
Work Plan/Staffing Plan	As Revised	With Proposal
Quality Control Plan	As Revised	Within 14 calendar days after award
Fire Safety Plan	As Revised	Within 14 calendar days after award
Emergency Contacts	As Revised	Within 14 calendar days after award
Licenses, Permits, Insurance on Vehicles, Liability, Workman's Compensation Insurance, etc.	As Revised	Per Contracting Officer direction
Pesticide Information Sheet and Safety Data Sheets	With each new product	Upon chemical delivery
Fertilizer Information Sheet and Safety Data Sheets	With each new product	Upon chemical delivery
Proposed Weekly Work	Weekly	Preceding Friday by 3:00 p.m.

Schedule		
Daily Work Schedule	Daily	By 8:00 a.m.
Weekly Report and Rework List	Weekly	Following Monday or next business day

4.6. Performance Evaluation Meeting.

- 4.6.1. The issuance of a Contract Discrepancy Report (CDR) found at Exhibit 4 may be cause for the scheduling of a meeting among the Contractor, CO, and the COR. A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. The Contractor, CO, and the COR will sign minutes of the meeting(s).
- 4.6.2. Should the Contractor not concur with the minutes, they shall so state their objections in writing to the Contracting Officer, within ten (10) calendar days, and also explain the reasons for non-concurrence. The Contracting Officer will review and consider the reasons submitted for the Contractor's non-concurrence and make a decision to revise or uphold the comments as written. The Contracting Officer will notify the Contractor of the decision in writing within ten (10) calendar days of submission of any objections.

4.7. Actions.

- 4.7.1. Normally, the COR will verbally advise or give a written inspection report to the Contractor of discrepancies the first time they occur and ask the Contractor to correct the problem. A notation will be made on the COR checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified.
- 4.7.2. If the Government created any of the discrepancies, these will not be counted against the Contractor's performance. When the Government has caused the Contractor to perform in an unsatisfactory manner, the COR will forward a written notice to the responsible organizational element requesting corrective action be taken.
- 4.7.3. When the Contractor is not meeting the acceptable limits of satisfactory performance, a CDR will be issued to the Contractor. The seriousness of the failures should govern whether to issue CDR at the end of the period, or as soon as work performance is less than satisfactory.
- 4.7.4. When a CDR is issued for a service, the CO and/or the COR may exercise any contractual remedy available for non-performance, in accordance with FAR 52.212-4, "Inspection and Acceptance".
- 4.7.5. If the Contractor does not achieve satisfactory performance by the end of the next period or agreed suspense date, further actions may be considered, to include a determination on whether continued performance by the Contractor is feasible.

DIGNITY CLAUSE

Respect for Headstones and Markers in National Cemeteries

Handling of Markers and Headstones

1. Every action by contractor personnel at a national cemetery must be performed with the special care, reverence, dignity, and respect that acknowledges the cemetery as the final resting place that commemorates the service and sacrifice that service members, Veterans and their families made for our Nation. Critically important is the awareness required of the Contractor employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.
 - a. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.
 - b. No tools, equipment or other items will be placed or leaned on headstones or markers. Once headstones/markers are removed from the socket, do not place on dirt piles or mud; they should be carefully placed on each associated gravesite and protected in such a way as to prevent any soiling and be out of the way of any other work.
 - c. Headstones shall be removed from their sockets using wooden and/or metal clamps. If metal clamps are used, the area that contacts the headstone must be protected with a rigid fabric that will prevent damage to and marking of the headstone. Clamps may be attached to a skid steer loader (i.e. Bobcat®) or similar machine to extract the headstone from the socket. When headstones are removed from their sockets, they shall be carefully stored on each associated gravesite; do not lean headstones against each other. Use care not to scratch or damage headstones in any manner. The headstones shall be laid with front inscription side up while the headstone is lying horizontally on the ground. The headstone shall be protected from direct ground contact while lying horizontally. The protection method shall be as approved by the COR and shall be free of deterioration in weather. An approved method is to support each headstone with two wood 4X4's. Alternate methods can be approved. Cardboard shall not be used. Wood or other suitable appropriate and attractive material shall be used to keep the headstones from contact with the soil while lying horizontally during the construction period. This also shows respect towards the families visiting the gravesites and the remains that are buried.
 - d. Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.
 - e. Additionally, should any activity result in the exposure and/or damage to any remains, container for remains (i.e., casket or urn), or outer burial container, the

contractor must contact the COR, Director/Assistant Director, or Contracting Officer (CO) for guidance.

2. Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, or CO for guidance or resolution.
3. The contractor is required to discuss the guidance with this contractor employees and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.

STANDARDS OF EMPLOYEE CONDUCT

Contractor personnel shall be required to adhere to the following standards of dress and conduct, as briefly mentioned here, while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Part I, Chapter 9, Section 5901.

Clothing shall be presentable and suitable to the work while maintaining proper appearance and decorum indicative for a National Shrine. Uniform shirts and hats are preferred. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.

Behavior and language must be appropriate, reverent, and respectful at all times.

Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.

Use of intoxicating beverages, any tobacco products, and illegal drugs on the Cemetery premises is strictly prohibited.

OPERATIONS DURING CEMETERY FUNCTIONS

Contractor personnel shall not operate motorized equipment or conduct other commercial activities within a designated area during interment services. The COR will identify the designated area. The COR or his/her representative will furnish the Contractor with a schedule of all interments and/or ceremonies no later than the close of business of the day prior to the scheduled interment, and a minimum of three (3) days before any ceremonial events.

CONTRACTOR'S RESPONSIBILITIES AND INSURANCE REQUIREMENTS

The Contractor shall obtain all necessary licenses and/or permits required to perform this work. The Contractor shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The Contractor shall be responsible for any injury to himself, his employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his or her employees' fault or negligence. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, will not be the responsibility of the Contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there-from. The Contractor shall maintain workmen's compensation, personal liability, automobile liability,

and property damage insurance, as prescribed by the laws of the state of Kentucky, and in accordance with FAR 52.228-5. Evidence of coverage is required before commencing work under this contract (copy of Certificate of Insurance), and it may not be changed or cancelled without thirty calendar days prior written notice to the Contracting Officer.

Damage to Government property The Contractor shall be responsible for repair or replacement of any contractor damaged cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc., which are chipped, marred, damaged and/or ruined at the fault of the Contractor and shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the appointed Contracting Officer's Representative (COR) prior to repair/replacement/installation.

The Contractor shall be responsible for cleaning cemetery structures, headstones, monuments, and roadways that are soiled or stained as a result of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures, headstones, and monuments at the end of each workday. Roadways shall be cleaned with a street sweeper each day, as needed, to keep the existing roads free from dirt and mud resulting from Contractor operations. No hazardous chemicals shall be used at any time on Government property. The Contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the COR prior to washing/cleaning.

At the end of each day the Contractor shall remove all debris from the cemetery site resulting from the work. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor will be permitted to place his trash receptacle dumpsters in the COR approved "Contractor Staging Area".

Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at work site to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, cemetery employees, and vehicular traffic within the area.

The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other contractors and with Government employees and shall carefully adapt scheduling and performance of work, and needing any direction, it will be provided by the COR(s). The Contractor shall be responsible for reporting to the COR(s) any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather shall leave it to the COR(s) to resolve the issue.

The Contractor (including his or her employees, subcontractors, consultants or the like) shall not operate trucks, tractors, and other heavy equipment on any turf area except as provided in this contract to perform work or as authorized by the COR. The Contractor shall be responsible for repairing turf damage caused by the Contractor's equipment and staff at no additional cost to the Government.

SAFETY

Matters related to safety, and any actions of the Contractor, shall meet all safety requirements of the COR, Safety Officer, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements. "Safety" shall also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Officer at Camp Nelson National Cemetery.

PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and remove and properly dispose of from the site as defined herein.

The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

RESTORATION

Upon completion of contract, deliver work complete and undamaged. Existing cemetery features (lawns, paving, roads, walks, etc.) disturbed or removed as a result of performing required new work, will be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.

The Contractor shall be responsible for restoration and the Contractor shall bear all costs associated with restoration. Any such restoration to service and repair as a result of damage caused by Contractor's workmen/subcontractors to existing cemetery infrastructure shall be brought to the immediate attention of the appointed Contracting Officer's Representative (COR) prior to restoration.

DISPOSAL OF WASTE

The Contractor shall not dispose of any waste materials at any location on the cemetery premises. All waste materials shall be removed from cemetery property and disposed of in full accordance with local and state requirements.

CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES:

(a) In the case of unperformed work, the Government:

(i) May, at its option, afford the contractor an opportunity to perform the unperformed work, at no additional cost to the Government. This performance must take place within a reasonable period subject to the discretion of the COR, but in no event longer than the next workday.

(ii) May, at its option, perform the services by Government personnel or other means.

(b) In the case of unsatisfactory work that was not resolved, the Government:

(i) Will deduct from the contractor's invoice all amounts associated with such unsatisfactory work at the prices contained in the Schedule or provided by other provisions of the contract; unless the contractor is afforded an opportunity to re-perform the work as outlined in the next paragraph, and satisfactorily completes the work;

(ii) May, at its option, afford the contractor the opportunity to re-perform the unsatisfactory work, at no additional cost to the Government, within a reasonable period, subject to the discretion of the COR, but in no event longer than the next workday;

(iii) May, at its option, perform the services by Government personnel or other means.

(c) Contract Discrepancy Report (CDR)

(i) For serious contract performance deficiencies, or when less formal communications fail to resolve minor performance deficiencies, the COR will issue a Contract Discrepancy Report (CDR) to the Contractor. The criticality of the offense(s) will govern whether to issue the CDR immediately or at the end of the monthly invoicing period.

(ii) The CDR will require the Contractor to respond in writing why the performance was unacceptable, what corrective actions have been/will be taken to fix the discrepancy, and how avoidance of a recurring problem will be prevented in the future.

(iii) If the Contractor does not achieve satisfactory performance by correcting the discrepancy identified in the CDR by the end of the next period or agreed suspense date, further actions may be considered by the Contracting Officer, to include a determination on whether continued performance by the contractor is feasible.

(iv) The contractor shall be held to the full performance of the contract. The COR will not approve the payment of invoices for items which were not completed in compliance with the specifications outlined in this Statement of Work.

(v) When a CDR is issued for a service, the Contracting Officer and/or the COR may exercise any contractual remedy available for non-performance, in accordance with FAR 52.212-4, "Inspection and Acceptance".

(vi) The COR will consult the Contracting Officer prior to submission of CDRs and also include the Contracting Officer on all correspondence pertaining to the CDR until the discrepancy is resolved

(vii) If the Government created any of the discrepancies, these will not be counted against the Contractor's performance. When the Government has caused the Contractor to perform in an

unsatisfactory manner, the COR will forward a written notice to the responsible organizational element requesting corrective action be taken.

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Exhibits 1 through 9

Exhibit1	Services Delivery Summary
Exhibit 2	Cemetery Maps
Exhibit 3	Work Summary & Progress Report
Exhibit 4	Contract Discrepancy Report (CDR)
Exhibit 5	General Conditions
Exhibit 6	Definitions
Exhibit 7	Quality Assurance Surveillance Plan (QASP)

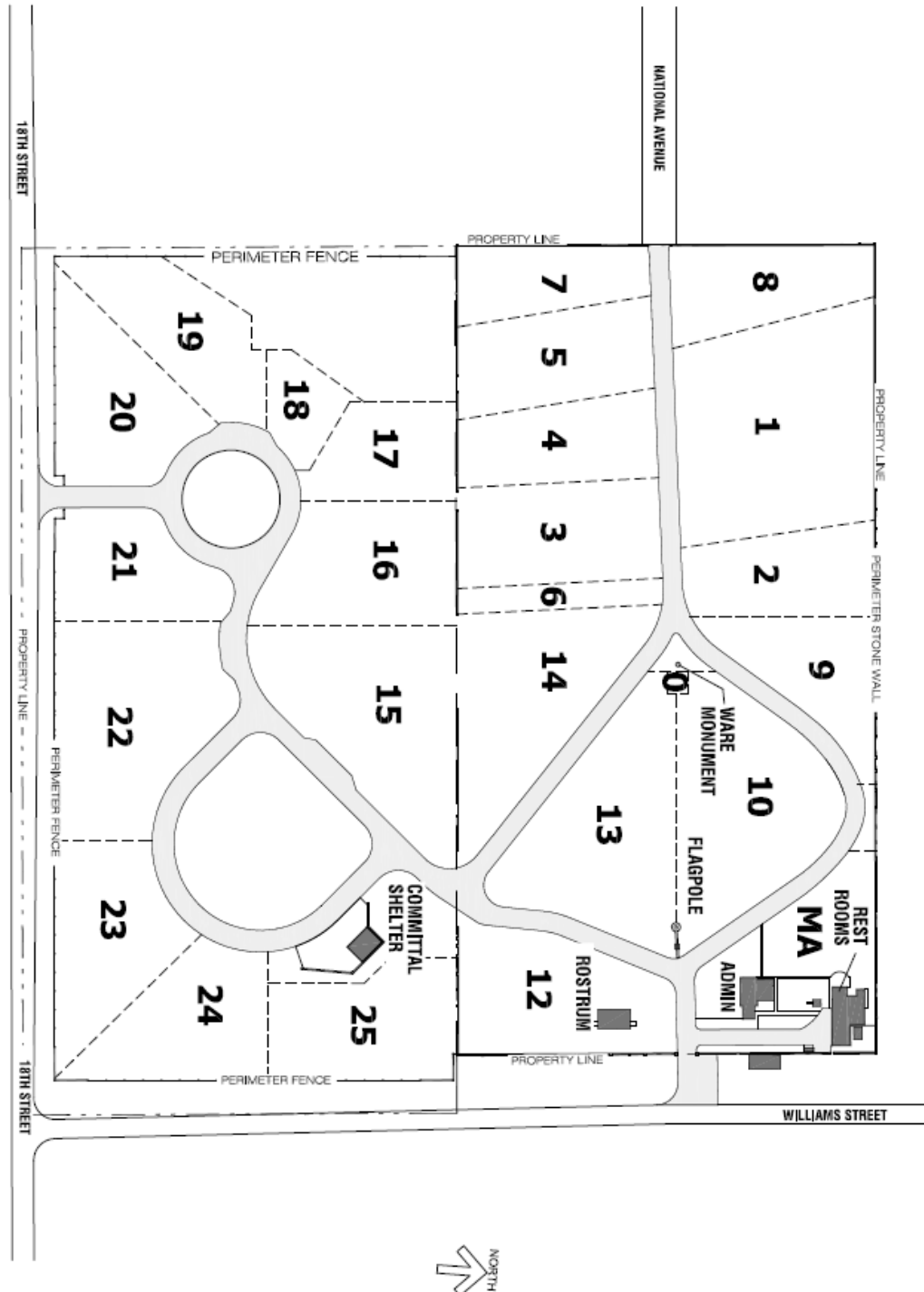
EXHIBIT 1

SERVICES DELIVERY SUMMARY (SDS)

1. The purpose of this exhibit is to:
 - a. List the contract requirements considered most critical to acceptable contract performance.
 - b. Show, where applicable, the maximum allowable degree of deviation from perfect performance for each requirement that shall be allowed by the Government before contract performance is considered unsatisfactory.
 - c. Define the procedure the Government shall use in reducing the Contractor's monthly payment if satisfactory performance is not rendered.
2. The Government's quality assurance procedures are based on actual performance of the contract and all areas will be reviewed periodically, (e.g. weekly, monthly, quarterly, and semi-annually).
3. The criteria for acceptable and unacceptable performance are as follows:
 - a. Contract requirements. The criteria for requirements are the level of performance deemed acceptable to the Government.
 - b. If the quality of work does not comply with the contract requirements the COR will initiate and the Contractor shall be required to complete a Contract Discrepancy Report (CDR).
 - c. The CDR will require the Contractor to explain in writing why performance was unacceptable, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented in the future. The Contractor will not be paid for services not rendered in accordance with the standards set forth in this contract.
 - d. If the level of performance is deemed unacceptable to the Government, payment may be reduced for unsatisfactory performance by the percentage as shown in the chart below:

GROUNDS MAINTENANCE FOR FORT SCOTT NATIONAL CEMETERY		
Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)
1) Mowing of Turfgrass	95% of the turfgrass area is maintained to the following requirements: Turf is maintained within one inch (1") of the recommended mowing height.	100% of the turfgrass area is maintained to the following requirements: Turf is maintained within one-half inch (1/2") of the recommended mowing height.
2) Trimming of Headstones, Trimming/Edging of Flat Markers, and other vertical surfaces within gravesite sections.	98% of all un-mowed grass around upright headstones, flat markers, monuments, section markers, and other vertical surfaces within the gravesite sections are trimmed to match the exact height of adjacent mowed turfgrass. Flat Markers are vertically edged correctly.	100% of all un-mowed grass around upright headstones, flat markers, monuments, section markers, and other vertical surfaces within the gravesite sections are trimmed to match the exact height of adjacent mowed turfgrass. Flat Markers are vertically edged correctly.
3) Trimming of all other areas inaccessible to lawn mowers	98% of all un-mowed turfgrass in all other areas of the Cemetery inaccessible to lawn mowers are trimmed to match the exact height of adjacent mowed turfgrass. Turfgrass does not extend over the edge of walks, drives, curbs, site structures, and site fixtures.	100% of all un-mowed turfgrass in all other areas of the Cemetery inaccessible to lawn mowers are trimmed to match the exact height of adjacent mowed turfgrass. Turfgrass does not extend over the edge of walks, drives, curbs, site structures, and site fixtures.
4) Blade Edging of Curbs and Sidewalks	98% of the curb and sidewalk edges are free of turfgrass and are approximately 1/2" to 1" wide and 2" to 3" deep.	100% of the curb and sidewalk edges are free of turfgrass and are approximately 1/2" to 1" wide and 2" to 3" deep.
5) Trash Cleanup and Disposal	95% of turfgrass area, roads, walkways, and other Cemetery grounds are free of clippings, dirt, leaves, fallen branches, trash, and debris after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.	100% of turfgrass area, roads, walkways, and other Cemetery grounds are free of clippings, dirt, leaves, fallen branches, trash, and debris after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.
6) Report Submittals	Turns in all required submittals 95% of the time.	Turns in all required submittals 100% of the time.
7) Safety Maintained during operations	No accidents or incidents due to Contractor's failure to take safety precautions.	No accidents or incidents due to Contractor's failure to take safety precautions.

EXHIBIT 2 CEMETERY MAPS



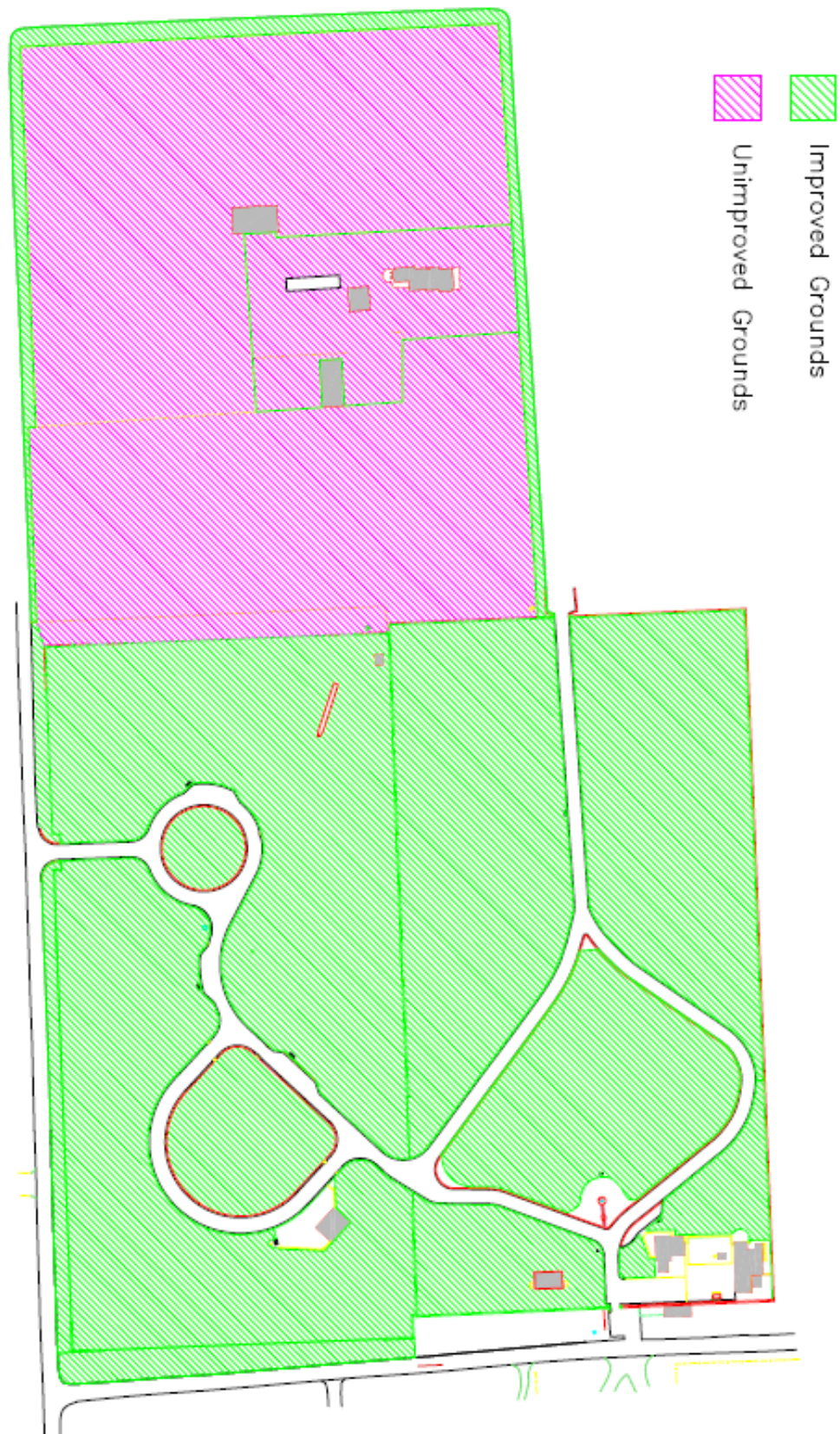


EXHIBIT 3

WORK SUMMARY & PROGRESS REPORT		Period Covered:	From:	To:
Cemetery Location: Fort Scott National Cemetery		Contractor Information:		
Project Title: Cemetery Grounds Maintenance Services				
Contract No:				
<i>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 some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights:</i> 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.				
WORK COMPLETED & SUBMITTED FOR ACCEPTANCE (This form is not to be used as an Invoice)				
01	Mowing of Improved Turf Areas	Quantity / Unit	Acres	
		Date Completed:		
02	String Trimming of all features within Improved Turf Areas throughout Cemetery (including removal and disposal of grass clippings, trash, and debris)	Quantity / Unit	Acres	
		Date Completed:		
03	Mowing and Trimming of Unimproved Native Turf Areas	Quantity / Unit	Acres	
		Date Completed:		
04	Trimming of Upright Headstones & Edging of Flat Markers	Quantity / Unit	# of HS	
		Date Completed:		
05	Blade Edging of Curbs and Sidewalks	Quantity / Unit	Linear Feet	
		Date Completed:		
Report below any circumstances which may have adversely affected work progress such as weather, strikes, delays by the Government, etc.				
Signature of Contractor:		Date Signed		Signature of Cemetery Director / COR
Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.				

Duplicate Form as Necessary

EXHIBIT 4

Contract Discrepancy Report				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
5. Dates				
5a. Prepared:		5b. Returned by Contractor:		5c. Action Complete:
Discrepancy or Problem: (Describe in detail. Include reference to PWS Directive; attach additional sheet if necessary.)				
<hr/> <hr/> <hr/>				
Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)		8b. From: (Contractor)		
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.)				
<hr/> <hr/> <hr/>				
10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.)				
<hr/> <hr/> <hr/>				
12. Government Actions: (Reduced payment, cure notice, show cause, other)				
<hr/> <hr/> <hr/>				
13. Close Out				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

EXHIBIT 5**GENERAL CONDITIONS
FORT SCOTT NATIONAL CEMETERY
GROUNDS MAINTENANCE****1. WORK ENVIRONMENT AND WEATHER CONDITIONS:**

- a. All work under this service contract will be performed primarily out-of-doors and personnel performing these services will be exposed to wind, heat, sun, cold, dampness, frost, fog and rain. These conditions, may, at times, be extreme. The Contractor shall take all necessary precautions to protect his/her employees from the elements to the maximum practicable extent. Weather will not be considered an excusable delay in meeting specifications or project schedule. The Contractor understands that it may be necessary to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines, at no additional cost to the Government. If weather conditions are such the work performed on that day may cause more damage to the Cemetery grounds than good, the COR has the authority to stop work until conditions improve and he/she extends a commence work order.
- b. Due to the sensitive mission of the Cemetery, the work could occasionally involve contact with and/or exposure to grieving individuals. Contractor personnel shall exercise and exhibit absolute decorum, composure and stability at all times and refer such individuals to Cemetery Staff.

**2. RESTRICTED ACCESS TO MILITARY INSTALLATIONS
(FORT LEAVENWORTH PROCEDURES ONLY)**

- a. A portion of the the work to be performed under this contract is located on the Fort Leavenworth military installation. The installation has 100% controlled access. Controlled access means there are be military police located at the entry gates. Vehicles entering the installation may be subject to stop and search procedures. At times of increased security alerts, control may be increased or access may be restricted completely. Some gates may be closed during periods of the day or night.
- b. The Contractor may be responsible for furnishing to each employee, and for requiring each employee engaged on the work, to display or possess identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee.
- c. Contractors shall obtain a vehicle registration pass for each Contractor vehicle and for each Contractor-employee's private vehicle brought onto the installation. To register a vehicle, the operator will be required to provide proof of vehicle registration, driver's license and proof of insurance. Passes issued to Contractors and their employees are valid for 90 days and must be renewed upon expiration.
- d. Prior to vehicle registration, Contractors shall provide a roster of all employees' names who will access the Fort during the performance of the contract. That roster shall be provided to the Contracting Officer and to the COR. That roster shall be subsequently

updated by the Contractor as changes occur and provided to the Contracting Officer and to the COR.

- e. See Exhibit 8 for required forms.

3. SAFETY AND ENVIRONMENTAL PROTECTION:

- a. The Contractor shall be responsible to ensure all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. Furthermore, the Contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, wetlands, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.
- b. Matters related to safety, and any actions of the Contractor shall meet all safety requirements, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements.
- c. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at all work sites to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, Cemetery employees, and vehicular traffic within the area.
- d. Spill Prevention, Containment, and Clean-up: The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with all applicable Federal, State, and Local laws and regulations or otherwise stated herein, and the installation spill control plan at no cost to the Government.
- e. The Contractor shall be responsible for training and safety precautions for Contractor employees performing work under these specifications. OSHA standards shall be observed by the Contractor in all work performed. Contractor shall ensure that appropriate safety equipment is used by Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices. The following OSHA and NFPA standards and codes are to be adhered to:
 - 1) Occupational Safety and Health Administration (OSHA) 29 CFR 1910 Safety and Health Regulations for Personal Protection, Safety Color Codes, Portable Power Tools, Electrical Safety and Portable Electric Equipment.
 - 2) Fire Safety Plan: Establish and maintain a fire protection program in accordance with 29 CFR 1926.
 - 3) Means of Egress: Do not block exits for occupied buildings, including paths from exits to roads. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.
 - 4) Situate temporary facilities, such as trailers, storage sheds, and dumpsters, away from existing buildings and new construction by distances in accordance with NFPA 241.

For small facilities with less than 6 m (20 feet) exposing overall length, separate by 3m (10 feet).

- 5) Fire Extinguishers: Provide and maintain extinguishers in construction areas and temporary storage areas in accordance with 29 CFR 1926, NFPA 241 and NFPA 10.
- 6) Flammable and Combustible Liquids: No flammable and combustible liquids shall be stored within the Cemetery property. [Store, dispense and use liquids in accordance with 29 CFR 1926, NFPA 241 and NFPA 30.]
- 7) Smoking: Smoking is prohibited except in designated smoking rest areas approved by the COR.

4. USE OF CEMETERY FACILITIES:

- a. The Government shall not be responsible for any loss, damage, or theft of Contractor items. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Cemetery facilities used by Contractor's employees.
- b. The Government will not furnish a storage building at the Cemetery site for use by the Contractor to store supplies and equipment. However, the Government will provide an area designated for the Contractor's use. The Contractor can establish facilities to include but not limited to office site, covered storage, portable toilet facilities, etc. on or in the designated area after such facilities are approved by the COR and Contracting Officer (CO). All utilities to this area are the responsibility of the Contractor. The Government will not be responsible for any damage to or loss of the Contractor's equipment and supplies stored on the Government's premises. The Contractor shall be responsible for maintaining fire extinguishers and other safety equipment.
- c. The Contractor shall be responsible for safely storing any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. A Safety Data Sheet (SDS) is required for all chemicals, pesticides, herbicides and cleaning solutions.
- d. Electricity and phone service will NOT be furnished by the Government for the Contractor's work area.

5. OPERATIONS AND STORAGE AREAS:

- a. Working space and space available for storing materials will only be available at the approval of the COR or Contracting Officer. If approved, the location is to be where approved by the COR. It is understood the VA will not be held responsible for any damage to the Contractor's equipment, materials, supplies or the like which may result from vandalism, theft etc. while on site. Contractor shall base operations out of this staging area, using it for materials and equipment storage, administration, employee toilets, trash dumpster area, employee parking, employee lunch/break area, etc.
- b. "Contractor Staging Area" fencing: Before work operations begin, Contractor shall provide a chain link fence, six (6) feet minimum height, around the "Contractor Staging Area". Provide gates as required for access with necessary hardware, including hasps and padlocks. Fasten fence fabric to terminal posts with tension bands and to line posts and

top and bottom rails with tie wires spaced at maximum 15 inches. Bottom of fences shall extend to one inch above grade. After completion of project work, Contractor shall remove fencing and restore area back to original condition.

- c. "Contractor Staging Area" facilities: Temporary buildings (e.g., storage sheds, shops, offices) may be erected by the Contractor within the approved "Contractor Staging Area" with the approval of the COR or Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.
- d. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR or Contracting Officer. Do not store materials and equipment in other than approved areas. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- e. The Contractor shall, under regulations prescribed by the Contracting Officer or COR, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the COR or Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.
- f. Execute work in such a manner as to interfere as little as possible with work being done by others. To minimize grounds maintenance activity interference with flow of Cemetery traffic, keep roads, walks and entrances to grounds, parking and occupied areas of buildings clear of materials, debris and standing equipment/vehicles at all times. At least one lane must be open to traffic at all times.
- g. Coordination of work with COR or authorized designee: The burial activities at a National Cemetery will take precedence over grounds maintenance activities. The Contractor shall cooperate and coordinate with the COR or authorized designee, in arranging schedule to cause the least possible interference with Cemetery activities in actual burial areas. Work noise during the interment services shall not disturb the service. Trucks and workmen shall not pass through the service area during this period.

6. TEMPORARY TOILETS:

The Contractor shall provide portable chemical toilets for use by workmen as necessary to comply with applicable OSHA requirements. These portable toilet facilities shall be kept clean and free of excessive odors, insects, etc. Locate portable toilet facilities in the COR approved "Contractor Staging Area" only. It will not be permissible to locate portable toilet facilities in any other locations throughout the Cemetery. Use of the permanent cemetery toilet facilities by workmen is strictly prohibited throughout the duration of this contract. All connections and appliances connected therewith shall be removed prior to completion of contract, and premises left perfectly clean.

7. AVAILABILITY AND USE OF UTILITY SERVICES:

- a. **WATER:** Water will only be made available via Contractor connection to existing Cemetery water system in existing locations where connection is available, and for purposes of this contract only. The Contractor at Contractor's expense and in a workmanlike manner satisfactory to the COR shall be responsible for installing and maintaining temporary connections to the Cemetery water supply in accordance with regulations. Contractor shall not obstruct normal traffic flow on adjacent roads while water is being obtained. In locations where Cemetery water system is not readily available, the Contractor shall provide and utilize portable water tanks and/or water trucks as necessary to transport water to areas where needed in order to complete the work required by this contract.
- b. **ELECTRICITY:** In case the Contractor requires electricity while in performance of this contract, the Contractor shall provide and utilize portable generators as necessary to complete the work.

8. PARKING AND VA REGULATIONS:

- a. Contractor employees may park privately owned vehicles in the area designated for parking by the COR. It is the responsibility of the Contractor to ensure his employees park in the appropriate designated parking areas. The Cemetery shall not validate or make reimbursement for parking violations of the Contractor's employees under any conditions.
- a. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations 38 CFR 1.218 may result in citation/summons answerable in the United States (Federal) District Court, or other appropriate jurisdiction/agency. Offenders may be subject to a fine, removal from the premises, or arrest. Examples of prohibited items include but are not limited to:
 - 1) Firearms (either openly or concealed), explosives or other dangerous or deadly weapons of any kind;
 - 2) Explosive materials such as blasting caps or similar items;
 - 3) All forms of illegal drugs;

9. DISPOSAL AND RETENTION:

- a. Contractors shall be responsible for cleaning Cemetery structures, headstones/flat makers, monuments, and roadways that are soiled or stained as a result of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures headstones/flat markers, and monuments at the end of each workday. Roadways shall be kept clean and free of tracked dirt and mud resulting from the Contractor's operations. No hazardous chemicals are to be used at any time on Government property with the exception of herbicide treatments. The Contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the COR prior to washing/cleaning.
- b. At the end of each day the Contractor shall remove all debris resulting from the contract work from the Cemetery site. The Contractor shall ensure at all times that rubbish and

trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site.

- c. The Government will not provide receptacle(s) for disposal of debris related to this contract. The Contractor shall provide his/her own REFUSE FACILITIES, and these shall only be located in the COR approved "Contractor Staging Area". Do not place dumpsters or refuse facilities in any other location at the Cemetery other than the approved "Contractor Staging Area". The Contractor shall dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill unless otherwise directed by the COR.
- d. The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act (RCRA) and all other applicable Federal, State, and Local law and regulations. No on-Cemetery storage or disposal of hazardous waste is allowed.

10. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS:

- a. The Contractor shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, and irrigation equipment while performing mowing, trimming, and edging services.
- b. Damage to Government property: The Contractor (including his or her employees, subcontractors, consultants or the like) shall be responsible for repair or replacement of any Contractor damaged Cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc, which are chipped, marred, damaged and/or ruined at the fault of the Contractor. The Contractor shall bear all costs associated with replacement and reinstallation. Any such damage shall be brought to the immediate attention of the COR prior to repair, replacement, or installation.
- c. Contractor mowing, trimming and edging operations shall not damage headstones, markers, floral or commemorative items, structures, survey monuments, irrigation equipment, etc.
- d. The Contractor shall move and replace all floral or commemorative items, etc. to their proper place as necessary while performing mowing/trimming services. The Contractor shall repair or replace all damaged items caused by the Contractor as directed by the COR at no additional cost to the Cemetery.
- e. The Contractor is responsible for removal and replacement of all lawn, shrubs and trees due to damage by the Contractor. Contractor shall provide replacement plants and shall be of the same type and size. The Cemetery is responsible for plants damaged by the Cemetery or third parties, storms, flood or frost damage and trees beyond their normal life span.
- f. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site that are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so by the COR, and

shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and remove and properly dispose of from the site as defined herein.

- g. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- h. Protection of Existing Utilities: Contractor shall be responsible for damages to utilities, above and below ground.
- i. Refer to paragraphs, "*Operations and Storage Areas*", "*Alterations*", and "*Restoration*" for additional instructions concerning repair of damage to structures and site improvements.

11. RESTORATION:

- a. Contractor shall remove, cut, alter, replace, patch and repair existing work as necessary. Except as otherwise shown or specified, do not disturb any water, steam, gas, or electric services without prior approval of the COR or Contracting Officer. Existing work to be altered or extended and that is found to be defective in any way, shall be reported to the COR before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original construction, except as otherwise shown or specified.
- b. Upon completion of contract, Contractor shall deliver work complete and undamaged. Existing Cemetery features (lawns, paving, roads, and walks) disturbed or removed as a result of performing required new work, shall be patched, repaired, reinstalled, or replaced with new work, and refinished and left in as good condition as existed before commencing work. All restoration work shall be accomplished without undue delay.
- c. At Contractor's own expense, Contractor shall immediately restore to service and repair any damage caused by Contractor's workmen/subcontractors to existing Cemetery infrastructure.

12. HISTORIC PRESERVATION:

Where the Contractor or any of the Contractor's employees, prior to, or during the construction work, area advised of or discover any possible archeological, historical and/or cultural resources, the Contractor shall immediately notify the COR verbally, and then with a written follow up.

13. WORK PERFORMED BY OTHERS ON SITE:

The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other contractors and with Government employees and shall carefully adapt scheduling and performance of work, and needing any direction, it shall be provided by the COR. The Contractor Superintendent shall be

responsible for reporting to the COR any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor Superintendent shall not take it upon him or herself to resolve any problems or issues with other on-site contractors or employees, but rather will leave it to the COR to resolve the issue.

14. EMPLOYEE REQUIREMENTS:

- a. The Contractor shall be responsible to ensure Contractor employees providing work on this contract are fully trained and completely competent to perform the required work.
- b. Labor Force and Equipment: The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Contractor shall be responsible to provide at no additional costs, labor and equipment as necessary to meet deadlines. The Contractor shall use any additional resources necessary to meet or return to specified work requirements after special events and/or services. The Contractor shall determine the number of employees and the amount and kinds of equipment needed during the period of performance.
- c. Employee Listing: The Contractor shall maintain and provide the COR a current list of all employees on site including subcontractor personnel. The list shall include the employee's name, job title, social security number, address, and phone number.
- d. Employee Identification: The Contractor's employees shall wear visible identification at all times while on the premises of the Cemetery.
- e. Contractor personnel shall park only in the COR approved "Contractor Staging Area" identified for this project. Workers are not allowed to park throughout the Cemetery grounds, and violation of this requirement shall form the basis for immediate contract enforcement action, to include immediate removal from the Cemetery.
- f. The Contractor shall be responsible to ensure that his/her employees (including Contractor's consultants, subcontractors, etc.) are aware of all the terms and conditions set forth above in this solicitation package regarding their performance and conduct during the performance period of this contract.
- g. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.
- h. Contractor personnel are subject to rules of the Cemetery applicable to their conduct.

15. ORIENTATION FOR CONTRACTOR EMPLOYEES:

The Contractor shall be responsible to ensure that Contractor employees coming to the work site will receive complete information on each of these subjects:

- a. Safety, Environmental Protection, and Fire Safety.
- b. Project Work Schedule, Rules Pertaining To Employee Requirements and Conduct, General Parameter Job Related Issues.
- c. Disaster procedures.
- d. All technical requirements and work procedures of the contract.

16. WORK HOURS:

- a. Work may be performed between the hours of 8:00 a.m. to 4:30 p.m. local time, Monday through Friday except observed Federal Holidays or unless otherwise directed by the COR. At Contractor request and with the written permission of the COR, work may also be permitted to be scheduled for weekends and/or Holidays. When emergency situations that are caused by the Contractor or severe adverse weather prohibit work during the week, then the Contractor shall make arrangements with the COR to work on weekends in order to meet the period of performance. The Government will not compensate the Contractor for any alternate work schedules needed for the Contractor to complete all contract work within the specified period of performance.
- b. After Normal Hours/On-Call/Emergency Situations: The Contractor shall establish and maintain a point-of-contact to receive emergency calls from the COR(s). The point-of-contact shall be available on a 24-hour basis including during weekends, Federal Holidays and after normal hours of operation. The Contractor shall provide phone, pager and cell phone numbers for emergency and/or after hour's situations. Repairs shall be made as expeditiously as circumstances allow or within (24) hours upon initial emergency call.
- c. Contractor shall provide name/telephone number(s) for Project Manager (Home Office), Superintendent, and Foreman, including normal and after hours contact numbers, cell and fax numbers. If work is authorized to be performed after hours or on weekends/holidays and an emergency should occur, the Contractor shall contact the COR and the Cemetery Director. In the absence of the COR and the Cemetery Director, the Contractor shall contact the local police.
- d. Federal Holidays. The Federal Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. In addition, no work will be permitted during Memorial Day weekend activities.

17. MAINTENANCE DURING CEMETERY FUNCTIONS:

Contractor personnel shall not operate motorized equipment or conduct other commercial activities within the designated area during interment services. The COR will identify the designated area. The COR or his/her representative shall furnish the Contractor with a schedule of all interments and/or ceremonies no later than the close of business of the day prior to the scheduled interment, and a minimum of three (3) days before any ceremonial events.

18. PERMITS AND LICENSES:

The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the commencement of work. The Contractor shall provide the Contracting Officer copies of these required documents with his/her proposal or as other times where the COR deems necessary during the duration of the project.

19. CONTRACTOR-FURNISHED ITEMS:

- a. The Contractor shall be responsible for supplying all equipment, personnel, tools, supplies and materials necessary to perform the services required by this contract. Contractor-furnished items necessary to perform work as required under this contract shall be furnished, maintained and operated by the Contractor and shall be consistent and

fully compliant with all applicable OSHA, Federal, State, County, City laws, ordinances and regulations.

- b. The Contractor shall be responsible for the supply, maintenance and repair of all contractor-owned equipment. This includes, minor maintenance/repair and minor operating parts for equipment such as lubrication, oil changes, spark plugs, gaskets, cotter pins/keys, electric extension cords, etc., to keep all equipment in good operational condition throughout the period of performance of this contract. No contractor equipment maintenance repairs of any kind can be done on Cemetery property without the COR(s) approval.
- c. The Contractor shall be responsible for ensuring that all of his/her motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.
- d. Only Contractor equipment and supplies (property) required to perform work under this contract shall be stored at the Contractor's designated storage area at the end of each workday. No personal property, equipment, or vehicles shall be stored on the Cemetery premises.

20. THE GOVERNMENT'S RESPONSIBILITIES:

- a. Upon award of the contract, the Government will inform the Contractor prior to commencing the work, of any known damages to the Cemetery grounds, headstones/markers or any other areas that the Contractor is unaware of and not responsible for. In addition, upon award of the contract, a walk-through of the Cemetery grounds by the Contracting Officer, the COR, and Contractor shall be scheduled to occur.
- b. The Government will not provide the Contractor with any furnishings, fuel storage, equipment, materials, restrooms, or telephones. Utilities will be provided as defined in "AVAILABILITY AND USE OF UTILITY SERVICES".
- c. Notification of Non-Compliance: The COR will notify the Contractor of any detected non-compliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time for excess costs or damages by the Contractor.
- d. The work shall be deemed acceptable when the Contractor clearly evidences compliance, without exception, in meeting contract requirements. The Government has the right to either reject or to require correction when the work is not in conformity with contract requirements. Acceptance (in part or whole) will be in writing.

EXHIBIT 6**DEFINITIONS****1. IMPROVED TURF AREAS**

- A. BURIAL AREAS include all burial sections of established turf with occupied gravesites including columbarium areas; all developed land, including turf, walks, beds, planter beds, drainage ditches, and tree/shrubs within and directly surrounding the burial areas.
 - B. SPECIALTY AREAS include highly visible areas, specifically: (1) main entrance and cortege area; (2) Public Information Center; (3) Flag Pole and/or assembly area(s); (4) public gathering areas; (5) Committal Shelter(s); (6) Administration/Maintenance Building grounds; (7) Memorial Walkways, and (8) all developed land, including (but not all inclusive) turf, walks, beds, planter beds, drainage ditches, tree/shrub, roads, and plazas within and directly surrounding the specialty areas.
 - C. NON-BURIAL AREAS are defined as unoccupied burial sections including areas in front of and between these sections and all developed land to borders and wetlands, including drainage ditches.
- 2. UNIMPROVED/NATIVE TURF AREAS are defined as all undeveloped land to Cemetery borders and wetlands, including drainage ditches.
 - 3. DEBRIS AND TRASH is considered to be any item, material, or foreign object not permanently attached to or planted within the Cemetery grounds and boundaries. Items include, but are not limited to, fallen twigs and branches that are under ten (10) inches (25.40 cm) in diameter, paper products, cigarette butts, gum, glass and metal products, plastic and any other synthetic items, loose rock and stone over three (3) inches (7.62 cm) in diameter that are not the apparent result of an interment. Not in scope would be the material found within the trash receptacles located throughout the Cemetery grounds.
 - 4. GENERALLY WEED FREE: The population of weeds is very widely scattered and visually insignificant when the total expanse of the cemetery turfgrass is observed. The weeds in no way distract from the visual attractiveness of the landscape.
 - 5. CONTRACTING OFFICER (CO): VA official with the authority to enter into, administer, and/or terminate contracts. The Contracting Officer will delegate one or more representatives to serve as the Contracting Officer's Representative (COR). All contractual authority remains with the VA Contracting Officer.
 - 6. CONTRACTING OFFICER'S REPRESENTATIVE (COR): VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. COR responsibilities include certification of invoices, placing orders for service, providing technical guidance to the Contractor and overseeing technical aspects of the contract.
 - 7. CEMETERY DIRECTOR: The Cemetery Director is the VA Official responsible for day-to-day oversight of a National Cemetery, including burying veterans and eligible family members, and maintaining Cemetery grounds as a national shrine. The Cemetery Director and/or designee (hereon referred to as COR) are responsible for contract oversight.
 - 8. CONTRACTOR: The term "Contractor" as used herein refers to the prime Contractor, his/her employees, and any subcontractors and their employees. The Contractor is responsible for assuring its employees and subcontractors comply with all contract terms, conditions and provisions.

EXHIBIT 7**QUALITY ASSURANCE SURVEILLANCE PLAN
FORT SCOTT GROUNDS MAINTENANCE**

1. Fundamental Government Responsibilities: The Contracting Officer's Representative (COR) is responsible for representing the Contracting Officer in all facets of service quality. The COR will carry out inspections, reviews and approvals, handle deficiencies, and ultimately accept on behalf of the Contracting Officer. The functions of the COR are identified below. Government personnel, other than the Contracting Officer and the COR, from time to time, may observe the Contractor's operations. However, these personnel may not interfere with Contractor performance.
2. General Quality Assurance Functions: To facilitate the surveillance of the Contractor's Quality Control Plan (QCP) by the Government, the COR will verify Contractor compliance with designated performance requirements through a series of random; announced/unannounced; and impromptu/scheduled inspections. The COR will review the critical requirements to assess their applicability and recommend the addition or deletion of requirements as conditions warrant. In addition, for noncompliance and/or untimely corrective action to deficiencies of specific tasks, the Contractor shall be subject to re-performance (at the company's expense) and/or a reduction of the Contractor's payment. With this intent, the surveillance approach may not be one that stays the same throughout the duration of the contract. The COR will periodically update the surveillance approach when the need arises. The COR will inspect the Contractor's Quality Control Plan regularly for compliance with the requirements herein.
3. Specific Quality Assurance Functions: The COR will establish an Inspection Schedule using the Quality Assurance Report (QAR). The COR will perform the following Qualitative and Evaluative functions, which comprise the Government Quality Assurance Surveillance Plan (QASP).
 - a. Carry out periodic inspections using the Quality Assurance Report to evaluate Contractor performance to ensure compliance and receipt of services. The COR will evaluate the Contractor's performance through intermittent on-site inspections of the Contractor's Quality Control Plan and receipt of complaints from cemetery personnel or cemetery visitors. The COR may inspect each task as completed; increase the number of quality control inspections if deemed appropriate because of related failures discovered during quality control inspections or because of repeated cemetery personnel or cemetery visitor complaints; or, decrease the number of quality control inspections if performance dictates.
 - b. Report findings resulting from these inspections to the Contractor and the Contracting Officer. If discrepancies are discovered as a result of the periodic inspections, or any other means, the COR will use a Contract Discrepancy Report (CDR) to communicate them to the Contractor and follow up to ensure discrepancies or nonconformance's are corrected. When a discrepancy exists, the Contractor shall complete the applicable CDR blocks. The Contracting Officer will evaluate the Contractor's explanation and determine the next course of action.
 - c. Perform monthly reviews of the Contractor's reports and records to ensure they adequately reflect the proper schedules.

- d. Review changes as well as initial and annual equipment inventories.
 - e. The COR will meet at least twice a week with the Contractor's on-site working supervisor during the first month of the contract. Thereafter, meetings will be scheduled monthly by the COR or as often as necessary. The COR will prepare written minutes from these meetings that shall be signed by the Contractor's on-site working supervisor and the COR. Should the Contractor not concur with the minutes, the Contractor shall state any areas of non-concurrence in writing to the COR within ten (10) calendar days of receipt of the signed minutes. Meeting minutes will be maintained in the COR contract file.
 - f. Take appropriate actions based on Health/Safety/Environmental/any other inspection results.
4. NCA QUALITY ASSURANCE REPORT (QAR): The contract/PWS service requirements are summarized into the NCA Quality Assurance Report to be utilized by the COR to inspect, monitor, and document the Contractor's performance:
5. This comprises the Government's QASP, which has been developed to evaluate Contractor actions while implementing this PWS; and, is designed to provide an effective surveillance method of monitoring Contractor performance for each listed Performance Objective on the Performance Work Requirements Summary. The QASP provides a systematic method to evaluate the services the Contractor is required to furnish. This QASP is based on the premise the Government desires to maintain a quality standard for this service contract. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is Quality Assurance to ensure contract standards are achieved.

NCA Quality Assurance Report (QAR)					
Cemetery:		Fort Scott National Cemetery	Contractor:		
Project Title:		Grounds Maintenance	Contract No:		
CLIN	DESCRIPTION OF SERVICES PROVIDED	SECTIONS OR AREAS INSPECTED	DATE OF INSP.	STATUS	
				SAT	UNSAT*
001	MOW ALL IMPROVED TURF AREAS				
	1. Turfgrass in burial and public areas has been mowed to a height within one inch range of that which is professionally recommended for the turfgrass type.				
	2. All mowed grass areas have a uniform height.				
	3. Mowed areas are free of scalping, rutting, bruising, and uneven and rough cutting.				
	4. Newly seeded/sodded areas have been hand-mowed. (Until it is fully established to the point where it will not be damaged by riding mowers.)				
	5. Different mowing patterns have been utilized by changing direction, changing patterns, and varying mower wheel width patterns with after each mowing to reduce turf wear, prevent wheel rutting, and provide a neater appearance.				
	6. All mowing around trees has been accomplished in a manner that prevents a "ringing pattern" around the tree and damage to turf.				
	7. All mowing equipment has been cleaned before unloading or mowing at the cemetery, cutting height is correct, and all cutting blades are sharp.				
002	STRING TRIM TURFGRASS IN IMPROVED TURF AREAS				
	1. The finished height of the trimmed grass exactly matches the height of the mowed grass.				
	2. All non-mowed turf areas have been properly trimmed. This includes the base of trees, planting beds, monuments, curbs/curbing, section markers, buildings, walls, fences, signs, other vertical surfaces or any other structure or area that cannot be maintained by traditional mowing equipment.				
	3. Trimmed areas are free of scalping, rutting, bruising, and uneven and rough cutting. No streaks or irregularities, uneven cutting, plowing, or gouging of the soil is present.				
	4. Contactor has not damaged any cemetery elements or structures by				

	contact with the trimming device's cutting instrument.				

003	MOW AND TRIM NATIVE GRASS IN UNIMPROVED AREAS				
	1. Native grass in unimproved areas has been mowed to a height within one inch range of that which is professionally recommended for the turfgrass type.				
	2. All mowed grass areas have a uniform height.				
	3. All mowing around trees has been accomplished in a manner that prevents a “ringing pattern” around the tree and damage to turf.				
	4. All mowing equipment has been cleaned before unloading or mowing at the cemetery, cutting height is correct, and all cutting blades are sharp.				
004	STRING TRIM HEADSTONES AND EDGE FLAT MARKERS				
	1. All upright headstones have been properly trimmed and flat markers edged with the finished height of the trimmed grass exactly matching the height of the mowed grass.				
	2. Trimmed upright headstones and flat markers are free of scalping, rutting, bruising, and uneven and rough cutting. No streaks or irregularities, uneven cutting, plowing, or gouging of the soil are present.				
	3. Edging for flat markers does not exceed ½” in width and is 1” to 2” in depth. Cut is neat, clean and vertical.				
	4. Contactor has not damaged any upright headstones and flat markers Areas have been mowed first, followed by the trimming operation.				
005	BLADE EDGING				
	1. Completed edging has a clear zone ½” to 1” wide by 2” to 3” deep with all vegetation removed from joints and cracks.				
	2. All streets, curbs, walkways, tree wells, permanent building/structure lines, and planting beds have been edged.				
	3. Contactor has not damaged any cemetery elements, structures, asphalt, or concrete by contact with the edging device’s cutting instrument.				
	DEBRIS AND TRASH REMOVAL				
	1. All walkways (inside and out), flagpole bases, interment areas, sidewalks, committal shelters, headstones, flat markers, monuments, roadways, or other non-turf grass areas of all grass clippings have been cleaned on the same day as the mowing, trimming, or edging event that produced them.				
Report Continued on Following Page					

	2. Clearly visible clumps of grass clippings and/or windrows of clippings have been removed and disposed of.				
	3. All debris and trash at time of before and after each mowing and trimming event within the cemetery including the material found within the trash receptacles located throughout the Cemetery grounds has been collected and disposed of .				
REPORTING AND DOCUMENTATION					
	1. The Contractor Supervisor reports on a DAILY basis to the COR and logs in.				
	2. The Contractor Supervisor has met with COR DAILY to coordinate and establish the daily work schedule.				
	3. The Contractor Supervisor has provided the WEEKLY and DAILY work schedules to the COR.				
	4. The Contractor Supervisor has provided an accurate WEEKLY written report identifying all work that took place within the previous seven calendar days.				
	5. The Contractor has submit all required documentation or information in accordance with the contract.				
SAFETY AND JOBSITE APPEARANCE					
	1. No accidents or incidents due to contractor's failure to take safety precautions.				
	2. Worksite does not detract from the dignity and solemnity of the cemetery. Work areas and adjacent grounds are free of that debris, tools, equipment, & other materials at the conclusion of the task or at the end of the work day. the visitor's experience.				
	3. Contractor personnel are dressed appropriately				
Report Continued on Following Page					
NCA Quality Assurance Report (QAR) (Cont'd)					
Cemetery:		Contractor:			
Project Title:		Contract No:			
<u>*CONTRACT DISCREPANCIES:</u>					

	List below the Contract Discrepancy Report Number and a brief description of the contract requirement(s) which Contractor <i>"Did Not Meet"</i> and attach a copy of each CDR.		
(a)			
(b)			
(c)			
(d)			
(e)			
(f)			
	COR SIGNATURE	DATE	CONTRACTOR SIGNATURE
	<i>*(Note: When deficiencies are cited, the Contractor is required to sign & acknowledge receipt of the report.)</i>		
End of Report			

SECTION C - CONTRACT CLAUSES

C.1 52.203-99, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-02)

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

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

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

C.2 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

(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)

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

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

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

C.3 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	NOV 2014
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
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989

C.4 52.243-1 CHANGES—FIXED-PRICE (AUG 1987) ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of Clause)

C.5 52.216-18 ORDERING (OCT 1995)

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

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

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

(End of Clause)

C.6 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 \$100.00, 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 \$20,000;

(2) Any order for a combination of items in excess of \$60,000; or

(3) A series of orders from the same ordering office within 90 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 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.7 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 9/30/2020.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

C.10 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(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.

(End of Clause)

C.11 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(End of Clause)

C.12 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.13 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.14 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 15 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.15 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.16 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.17 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.18 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

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

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

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

(End of Clause)

C.19 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.20 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

When net changes in original contract price affect the premium of a Corporate Surety Bond by \$5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

(End of Clause)

C.21 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 Kansas. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.22 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)

(End of Addendum to 52.212-4)

C.23 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(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:

☒ (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.)

☒ (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]

☒ (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).

☒ (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).

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

☐ (10) [Reserved]

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

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (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.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☒ (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) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 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)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

☐ (36)(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.

☐ (37)(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.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (39)(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.

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

☐ (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(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.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

☐ (45) 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).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

☒ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

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

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class
LABORER, GROUNDS MAINTENANCE

Monetary Wage-Fringe Benefits
WG-3 \$16.21

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 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).

☐ (6) 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).

☐ (7) 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).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☒ (10) 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 (OCT 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) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
 - (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
 - (ix) 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.
 - (x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
 - (xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xii) 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).
 - (xiii) 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).
 - (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
 - (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).
 - (xvi) 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).
 - (xvii) 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.
 - (xviii) 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 WAGE DETERMINATION.....page 81

ATTACHMENT B PAST PERFORMANCE QUESTIONNAIRE.....(see attached)

ATTACHMENT A - SERVICE ACT WAGE DETERMINATION

The DOL Wage Determination for this solicitation and any contract awarded is available at <http://www.wdol.gov>. Please note the listing below is not an all-inclusive wage determination of each area of performance and construction type for this locality. It is the contractor's responsibility to obtain and evaluate each wage determination for individual localities in order to be in compliance with the Service Act.

WD 05-2215 (Rev.-17) was first posted on www.wdol.gov on 12/30/2014

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2215
Revision No.: 17
Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Kansas

Area: Kansas Counties of Allen, Barber, Barton, Bourbon, Butler, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Comanche, Cowley, Crawford, Decatur, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Logan, Marion, McPherson, Meade, Mitchell, Montgomery, Morton, Neosho, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, Woodson

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.69
01012 - Accounting Clerk II		15.89
01013 - Accounting Clerk III		17.75
01020 - Administrative Assistant		19.09
01040 - Court Reporter		22.72
01051 - Data Entry Operator I		13.80
01052 - Data Entry Operator II		15.07
01060 - Dispatcher, Motor Vehicle		16.19
01070 - Document Preparation Clerk		14.46
01090 - Duplicating Machine Operator		14.47
01111 - General Clerk I		11.59
01112 - General Clerk II		12.65
01113 - General Clerk III		14.20
01120 - Housing Referral Assistant		16.15
01141 - Messenger Courier		12.43
01191 - Order Clerk I		12.48
01192 - Order Clerk II		13.62
01261 - Personnel Assistant (Employment) I		14.14

01262 - Personnel Assistant (Employment) II	15.81
01263 - Personnel Assistant (Employment) III	17.85
01270 - Production Control Clerk	20.84
01280 - Receptionist	10.96
01290 - Rental Clerk	13.83
01300 - Scheduler, Maintenance	12.55
01311 - Secretary I	12.55
01312 - Secretary II	14.04
01313 - Secretary III	16.15
01320 - Service Order Dispatcher	14.01
01410 - Supply Technician	19.09
01420 - Survey Worker	13.37
01531 - Travel Clerk I	12.58
01532 - Travel Clerk II	13.25
01533 - Travel Clerk III	14.27
01611 - Word Processor I	11.87
01612 - Word Processor II	13.24
01613 - Word Processor III	14.74
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.95
05010 - Automotive Electrician	19.91
05040 - Automotive Glass Installer	19.06
05070 - Automotive Worker	19.06
05110 - Mobile Equipment Servicer	16.98
05130 - Motor Equipment Metal Mechanic	20.95
05160 - Motor Equipment Metal Worker	19.06
05190 - Motor Vehicle Mechanic	21.18
05220 - Motor Vehicle Mechanic Helper	15.92
05250 - Motor Vehicle Upholstery Worker	18.02
05280 - Motor Vehicle Wrecker	19.06
05310 - Painter, Automotive	19.91
05340 - Radiator Repair Specialist	19.06
05370 - Tire Repairer	15.62
05400 - Transmission Repair Specialist	20.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.71
07041 - Cook I	10.46
07042 - Cook II	11.75
07070 - Dishwasher	7.66
07130 - Food Service Worker	8.12
07210 - Meat Cutter	13.67
07260 - Waiter/Waitress	8.14
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.62
09040 - Furniture Handler	13.76
09080 - Furniture Refinisher	19.62
09090 - Furniture Refinisher Helper	15.66
09110 - Furniture Repairer, Minor	17.54
09130 - Upholsterer	19.62
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.31
11060 - Elevator Operator	10.62
11090 - Gardener	11.43
11122 - Housekeeping Aide	10.62
11150 - Janitor	10.62
11210 - Laborer, Grounds Maintenance	10.55
11240 - Maid or Houseman	8.83
11260 - Pruner	9.68
11270 - Tractor Operator	11.39
11330 - Trail Maintenance Worker	10.55
11360 - Window Cleaner	11.57
12000 - Health Occupations	
12010 - Ambulance Driver	16.19
12011 - Breath Alcohol Technician	15.23
12012 - Certified Occupational Therapist Assistant	21.08
12015 - Certified Physical Therapist Assistant	20.99
12020 - Dental Assistant	15.32

12025 - Dental Hygienist	29.85
12030 - EKG Technician	21.59
12035 - Electroneurodiagnostic Technologist	21.59
12040 - Emergency Medical Technician	16.19
12071 - Licensed Practical Nurse I	14.10
12072 - Licensed Practical Nurse II	15.77
12073 - Licensed Practical Nurse III	17.59
12100 - Medical Assistant	12.05
12130 - Medical Laboratory Technician	13.97
12160 - Medical Record Clerk	13.01
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	14.22
12210 - Nuclear Medicine Technologist	32.84
12221 - Nursing Assistant I	9.71
12222 - Nursing Assistant II	10.92
12223 - Nursing Assistant III	11.92
12224 - Nursing Assistant IV	13.37
12235 - Optical Dispenser	13.59
12236 - Optical Technician	13.86
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	13.37
12305 - Radiologic Technologist	20.92
12311 - Registered Nurse I	20.98
12312 - Registered Nurse II	25.67
12313 - Registered Nurse II, Specialist	25.67
12314 - Registered Nurse III	31.05
12315 - Registered Nurse III, Anesthetist	31.05
12316 - Registered Nurse IV	37.22
12317 - Scheduler (Drug and Alcohol Testing)	19.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.44
13012 - Exhibits Specialist II	21.59
13013 - Exhibits Specialist III	26.42
13041 - Illustrator I	17.44
13042 - Illustrator II	21.59
13043 - Illustrator III	26.42
13047 - Librarian	23.91
13050 - Library Aide/Clerk	12.63
13054 - Library Information Technology Systems Administrator	19.64
13058 - Library Technician	14.40
13061 - Media Specialist I	16.19
13062 - Media Specialist II	18.05
13063 - Media Specialist III	20.13
13071 - Photographer I	13.75
13072 - Photographer II	16.29
13073 - Photographer III	20.16
13074 - Photographer IV	24.59
13075 - Photographer V	29.83
13110 - Video Teleconference Technician	15.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.92
14042 - Computer Operator II	18.33
14043 - Computer Operator III	21.46
14044 - Computer Operator IV	23.01
14045 - Computer Operator V	25.46
14071 - Computer Programmer I	22.75
14072 - Computer Programmer II	25.78
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	17.92
14160 - Personal Computer Support Technician	24.04
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.83

15020 - Aircrew Training Devices Instructor (Rated)	34.88
15030 - Air Crew Training Devices Instructor (Pilot)	40.05
15050 - Computer Based Training Specialist / Instructor	28.83
15060 - Educational Technologist	26.09
15070 - Flight Instructor (Pilot)	40.05
15080 - Graphic Artist	21.75
15090 - Technical Instructor	17.81
15095 - Technical Instructor/Course Developer	21.79
15110 - Test Proctor	14.37
15120 - Tutor	14.37
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.85
16030 - Counter Attendant	8.85
16040 - Dry Cleaner	11.22
16070 - Finisher, Flatwork, Machine	8.85
16090 - Presser, Hand	8.85
16110 - Presser, Machine, Drycleaning	8.85
16130 - Presser, Machine, Shirts	8.85
16160 - Presser, Machine, Wearing Apparel, Laundry	8.85
16190 - Sewing Machine Operator	11.96
16220 - Tailor	12.71
16250 - Washer, Machine	9.61
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.95
19040 - Tool And Die Maker	29.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.06
21030 - Material Coordinator	21.09
21040 - Material Expediter	21.09
21050 - Material Handling Laborer	11.21
21071 - Order Filler	12.00
21080 - Production Line Worker (Food Processing)	15.06
21110 - Shipping Packer	16.54
21130 - Shipping/Receiving Clerk	16.54
21140 - Store Worker I	14.77
21150 - Stock Clerk	18.92
21210 - Tools And Parts Attendant	15.06
21410 - Warehouse Specialist	15.06
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.92
23021 - Aircraft Mechanic I	24.68
23022 - Aircraft Mechanic II	25.92
23023 - Aircraft Mechanic III	27.21
23040 - Aircraft Mechanic Helper	18.46
23050 - Aircraft, Painter	22.94
23060 - Aircraft Servicer	20.90
23080 - Aircraft Worker	22.11
23110 - Appliance Mechanic	19.62
23120 - Bicycle Repairer	15.62
23125 - Cable Splicer	24.49
23130 - Carpenter, Maintenance	19.62
23140 - Carpet Layer	18.15
23160 - Electrician, Maintenance	21.21
23181 - Electronics Technician Maintenance I	24.31
23182 - Electronics Technician Maintenance II	25.52
23183 - Electronics Technician Maintenance III	30.71
23260 - Fabric Worker	17.67
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	16.71
23311 - Fuel Distribution System Mechanic	21.21
23312 - Fuel Distribution System Operator	17.45
23370 - General Maintenance Worker	18.69
23380 - Ground Support Equipment Mechanic	24.68
23381 - Ground Support Equipment Servicer	20.90
23382 - Ground Support Equipment Worker	22.11
23391 - Gunsmith I	16.71
23392 - Gunsmith II	18.69

23393 - Gunsmith III	20.58
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.58
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.53
23430 - Heavy Equipment Mechanic	20.67
23440 - Heavy Equipment Operator	20.58
23460 - Instrument Mechanic	21.96
23465 - Laboratory/Shelter Mechanic	19.62
23470 - Laborer	11.21
23510 - Locksmith	20.86
23530 - Machinery Maintenance Mechanic	21.70
23550 - Machinist, Maintenance	20.58
23580 - Maintenance Trades Helper	15.77
23591 - Metrology Technician I	21.96
23592 - Metrology Technician II	23.03
23593 - Metrology Technician III	24.00
23640 - Millwright	20.58
23710 - Office Appliance Repairer	19.00
23760 - Painter, Maintenance	18.96
23790 - Pipefitter, Maintenance	22.34
23810 - Plumber, Maintenance	21.22
23820 - Pneudraulic Systems Mechanic	20.58
23850 - Rigger	20.58
23870 - Scale Mechanic	18.69
23890 - Sheet-Metal Worker, Maintenance	21.95
23910 - Small Engine Mechanic	18.69
23931 - Telecommunications Mechanic I	23.82
23932 - Telecommunications Mechanic II	24.92
23950 - Telephone Lineman	23.77
23960 - Welder, Combination, Maintenance	19.95
23965 - Well Driller	20.58
23970 - Woodcraft Worker	20.58
23980 - Woodworker	16.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.20
24580 - Child Care Center Clerk	12.75
24610 - Chore Aide	10.01
24620 - Family Readiness And Support Services Coordinator	12.73
24630 - Homemaker	16.25
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.93
25040 - Sewage Plant Operator	23.96
25070 - Stationary Engineer	25.22
25190 - Ventilation Equipment Tender	16.68
25210 - Water Treatment Plant Operator	20.86
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.74
27007 - Baggage Inspector	12.36
27008 - Corrections Officer	15.13
27010 - Court Security Officer	16.04
27030 - Detection Dog Handler	17.18
27040 - Detention Officer	15.13
27070 - Firefighter	17.61
27101 - Guard I	12.36
27102 - Guard II	17.18
27131 - Police Officer I	18.17
27132 - Police Officer II	20.19
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.43
28042 - Carnival Equipment Repairer	12.08
28043 - Carnival Equipment Worker	9.29
28210 - Gate Attendant/Gate Tender	14.32
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.69

28515 - Recreation Specialist	19.85
28630 - Sports Official	12.76
28690 - Swimming Pool Operator	15.81
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.69
29020 - Hatch Tender	18.69
29030 - Line Handler	18.69
29041 - Stevedore I	16.97
29042 - Stevedore II	19.62
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.90
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.30
30022 - Archeological Technician II	18.10
30023 - Archeological Technician III	22.43
30030 - Cartographic Technician	22.43
30040 - Civil Engineering Technician	19.66
30061 - Drafter/CAD Operator I	16.18
30062 - Drafter/CAD Operator II	18.10
30063 - Drafter/CAD Operator III	20.18
30064 - Drafter/CAD Operator IV	24.83
30081 - Engineering Technician I	16.25
30082 - Engineering Technician II	18.25
30083 - Engineering Technician III	22.54
30084 - Engineering Technician IV	24.66
30085 - Engineering Technician V	33.08
30086 - Engineering Technician VI (see 3)	40.00
30090 - Environmental Technician	22.43
30210 - Laboratory Technician	20.33
30240 - Mathematical Technician	23.48
30361 - Paralegal/Legal Assistant I	18.18
30362 - Paralegal/Legal Assistant II	23.48
30363 - Paralegal/Legal Assistant III	28.72
30364 - Paralegal/Legal Assistant IV	33.95
30390 - Photo-Optics Technician	23.48
30461 - Technical Writer I	20.98
30462 - Technical Writer II	25.67
30463 - Technical Writer III	31.05
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	23.01
30495 - Unexploded (UXO) Sweep Personnel	23.00
30620 - Weather Observer, Combined Upper Air Or Surface Programs	20.18
30621 - Weather Observer, Senior	22.43
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.85
31030 - Bus Driver	13.88
31043 - Driver Courier	11.90
31260 - Parking and Lot Attendant	9.19
31290 - Shuttle Bus Driver	12.61
31310 - Taxi Driver	9.48
31361 - Truckdriver, Light	12.61
31362 - Truckdriver, Medium	12.87
31363 - Truckdriver, Heavy	18.13
31364 - Truckdriver, Tractor-Trailer	18.13
99000 - Miscellaneous Occupations	
99030 - Cashier	8.25
99050 - Desk Clerk	9.27
99095 - Embalmer	24.91
99251 - Laboratory Animal Caretaker I	8.96
99252 - Laboratory Animal Caretaker II	9.49
99310 - Mortician	24.91
99410 - Pest Controller	18.68
99510 - Photofinishing Worker	11.95

99710 - Recycling Laborer	15.15
99711 - Recycling Specialist	17.51
99730 - Refuse Collector	12.75
99810 - Sales Clerk	11.90
99820 - School Crossing Guard	10.33
99830 - Survey Party Chief	20.22
99831 - Surveying Aide	12.47
99832 - Surveying Technician	17.11
99840 - Vending Machine Attendant	13.31
99841 - Vending Machine Repairer	15.81
99842 - Vending Machine Repairer Helper	13.31

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 10 years, and 4 after 20 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).

3) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

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 ordnance, 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 ordnance, (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 ordnance, 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 ordnance, 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)

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

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

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

E.2 52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation (DEVIATION 2015-02)

PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (FEB 2015)

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

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

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

E.3 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (DEC 2014)

(a) *Definitions.* *Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of Provision)

E.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

E.5 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> (see 52.204-7).

(End of Provision)

E.6 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

E.7 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.8 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:

Kenneth M. Dougherty

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)

E.9 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.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	NOV 2014
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.223-1	BIOBASED PRODUCT CERTIFICATION	MAY 2012
52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY 2008
52.225-4	BUY AMERICAN—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT CERTIFICATE ALTERNATE III (MAY 2014)	MAY 2014
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES	DEC 2012

ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS
RELATING TO IRAN—REPRESENTATION AND
CERTIFICATIONS

**E.11 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE
RESOLUTION (JAN 2008)**

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

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

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

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

(End of Provision)

E.12 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)

**E.13 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.14 VAAR 852.273-70 LATE OFFERS (JAN 2003)

This provision replaces paragraph (f) of FAR provision 52.212-1. Offers or modifications of offers received after the time set forth in a request for quotations or request for proposals may be considered, at the discretion of the contracting officer, if determined to be in the best interest of the Government. Late bids submitted in response to an invitation for bid (IFB) will not be considered.

(End of Provision)

(End of Addendum to 52.212-1)

E.15 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

Listed in ascending order of importance:

(1) Price, (2) Past Performance and (3) Technical Qualifications.

Non Price Factors, 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 to FAR 52.212-2

Evaluation Process:

Source selection using best value source selection procedures for best value tradeoff process. This is a competitive Request for Proposal (RFP) that represents the best value to the Government conducted under FAR Part 15.101-1. Award will be made on the basis of proposals meeting or exceeding the evaluation standards for non-cost factors and price.

Proposals will be evaluated based on the following factors, listed as shown below in ascending order of importance:

1. Price
2. Past Performance

3. Technical Qualifications

Evaluation Factors other than cost or price, when combined, are significantly more important than price.

FACTOR 1 PRICE

Price:

The Government will evaluate offers by adding the total of all line item prices. Price analysis will be conducted to determine a fair and reasonable price. Additionally, a price realism analysis will be conducted for the purpose of assessing whether an offer reflects understanding of contract requirements, risk inherent, or if the proposal is unbalanced. Price may be compared against the Independent Government Estimate (IGE) or against the average mean to determine too low or too high offers. The Government reserves the right to use any standard or acceptable method to determine price realism.

Offerors submitting price proposals in response to this solicitation do so with the complete and full understanding that the Government reserves the right to publically announce the total contract award amount.

FACTOR 2 PAST PERFORMANCE

Past Performance: The Government shall evaluate the offeror's reputation for quality and past performance. By quality and past performance the Government means the offeror's reputation for conforming to specifications and to standards of good workmanship; the offeror's reputation for adherence to contract schedules, including both technical and administrative aspects of performance (see Attachment B).

Complete Past Performance Questionnaires (PPQs): The Government will accept no more than five PPQs (Included as Attachment B to the RFP). The offer shall distribute the PPQ found in the RFP to the POC for each of the past performance references found in the above mentioned narrative. The Government will accept a maximum of five completed PPQs; i.e., only one completed PPQ per reference. The offeror shall instruct the POC at the referenced entity to return a copy of the completed PPQ directly to the CO via email to kenneth.dougherty@va.gov no later than the closing date specified on the SF 1449, Block 8 (inclusive of any closing date extensions granted via amendment).

In addition to the past performance questionnaires, the Government shall also evaluate quality/past performance on the basis of information that may be obtained from the offeror, such as previous commercial and Government contracts for same or similar work that has been performed in the last five years. This information should be organized in the following format:

1) Section 1 - Contract Descriptions

- a. Offeror/subcontractor place of performance, Commercial and Government Entity (CAGE) Code, Data Universal Numbering System (DUNS) number, and North American Industry Classification system (NAICS) number. Identify if the work was performed as a subcontractor, also provide the name of the prime contractor and point of contact (POC) within the prime contractor organization (name, current address, e-mail address, and telephone and fax numbers);
- b. Government Contracting/Private Industry activity and current address and Procuring CO's name, e-mail address, and telephone numbers;
- c. Contract number;
- d. Delivery Order Numbers (Indefinite Delivery type contracts, General Services Administration (GSA) contracts, and Blanket Purchase Agreements (BPA));
- e. Contract Type (specific type such as FFP, Cost Reimbursement, Time and Materials (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FFP, Cost Reimbursement, T&M, etc.);
- f. Awarded price/cost;
- g. Final or projected final price/cost;
- h. Original delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan; and
- i. Final or projected final delivery schedule, including dates of start and completion of work, by phase, in accordance with the overall management plan.

2) Section 2 – Performance

Offerors shall provide a specific narrative explanation of each contract listed in Section 1, describing the objectives achieved and detailing how the effort is relevant to the requirements of this RFP (i.e., similar size, scope, and complexity.) For any contracts/task orders that did not/do not meet original cost, schedule, or technical performance requirements, provide a brief explanation of the reasons for the shortcomings and any corrective actions taken to avoid recurrence. The offeror shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. The offeror shall indicate if any of the contracts listed were terminated and the reasons for the termination.

3) Section 3 – Subcontracts

Offerors shall provide an outline of how the effort required by the RFP will be assigned for performance within the offeror's corporate entity and among the proposed subcontractors, if applicable. The information provided for the prime offeror and each proposed major subcontractor shall include the entire company name, company address,

CAGE code, DUNS number, socioeconomic status, and type of work to be performed by citing the applicable Government PWS section number.

4) Section 4 - New Corporate Entities

New corporate entities may submit data on prior contracts involving its officers and employees. In addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

The Government may also use any relevant information in its possession or in the public domain, including information available in the Government databases, Contractor Performance System (CPS), Experian, and the Past Performance Information Retrieval System (PPIRS).

If the offeror has no relevant past performance, it shall affirmatively state that it possesses no relevant past performance.

FACTOR 3 TECHNICAL QUALIFICATIONS

Technical Qualifications: Technical capability will be evaluated to determine the extent to which it demonstrates a clear understanding of all features involved in performance of the requirements identified in the SOW. The proposal should not simply restate the Government's requirements, but it should describe, in detail, how the Offeror intends to meet the requirements. In particular, offerors must provide information for the following sub-factors listed in ascending order of importance:

Sub-factor 1: Qualification of Technical personnel (training, experience, resumes, certifications, etc.) who will be executing the services under the contract.

Sub-factor 2: Managerial Qualifications of Key Personnel of those who will oversee the planning and performance of this contract. Include information on key personnel with relevant experience, resumes, credentials, etc.

Sub-factor 3: Staffing Plan and Equipment (list): to include proposed man hours, work schedules, methodology, list of equipment/vehicles to be used, licenses, permits and insurance information, etc.,.

Sub-factor 4: Performance Plan: submit a detailed performance plan to indicate how the contractor plans to meet the goals of the cemetery; i.e., performance schedule, frequency, etc. List identifiable risks with performance and plans to mitigate these risks. Identification of any sub-contractors(s) used in performance of the contract to include the percentage of the work they will be performing under this contract. The contractor's proposal will be evaluated on how well it meets the performance goals of this contract.

The proposal package should contain the following:

The following items shall be addressed and submitted in **four (4)** separate files:

VOLUME I.A: Technical Proposal addressing evaluation factors (see FAR Clause 52.212-2) and Statement of Work (SOW) requirements;

VOLUME I.B: A Redacted copy of the Technical Proposal which does not include any information which can be used to identify the offeror, e.g., Company Name, DUNS, mailing address, personnel's names, etc.,.

VOLUME II: Price Proposal for all items in the schedule;

VOLUME III: SF-1449, Amendments, Required Certs and Reps, Licenses, Bonding, Insurance, etc. Completed FAR Provision 52.212-3 "Certifications and Representations" or indicate whether contractor has completed the annual representations and certifications electronically at <http://sams.gov>.

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 and removed from further consideration.

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN THIS SECTION PRIOR TO THE TIME SPECIFIED IN BLOCK 13 of SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

See table below to summarize how to submit a proposal.

Volume	Factor	File Name on Electronic File	Page Limitations
Volume I.A	Technical/Management Approach	Tech.doc/pdf	20
Volume I.B	Redacted Technical/Management Approach, Required Cert., Licenses, Resumes no logos, names	Tech.doc/pdf	20
Volume II	Price	Price.xls/pdf/doc	No Limits
Volume III	SF-1449, Amendments, Required Certs and Reps, Licenses, Bonding, Insurance, etc.	ReqDocs.doc/pdf	No Limits

- **Bonding:** The Government retains the right to ask for bonding (bid, performance, payment) if it is determined to be necessary to address Government concerns. In such cases, the Government will reimburse 100% of the bonding price. Failure to receive or qualify for bonding will result in removal from further consideration for award. The Experian comprehensive Report will be one of the tools used to determine if bonding should be required due to the business financial stress score/summary. The number of contracts outstanding will be another consideration in determining if bonding will be needed. Failure to obtain bonding within a reasonable time will result in withdrawal of award and discussion with the next

best offer. If bonding is not required, the prime is required to notify all sub-contractors that there is no bonding on the contract.

E.16 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (MAR 2015)

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

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

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

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

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone

employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end

products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

 [List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless

the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

(2) ___ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic

corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that—

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code:

Immediate owner legal name:

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

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

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

Highest-level owner CAGE code:

Highest-level owner legal name:

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

(End of Provision)

PAST PERFORMANCE QUESTIONNAIRE

ATTACHMENT B

SOLICITATION: VA786-15-R-0282**INSTRUCTIONS:** -Offeror to complete boxes 1 through 7 before sending to past customer.-Boxes 8 through 10 to be completed by past customer of Offeror and returned to: kenneth.dougherty@va.gov no later than the date provided by the solicitation. **NOTE:** It is incumbent upon the offeror to have the customer send the completed questionnaire to email address above by the submission deadline.

1. Contractor Name, Address, Point of Contact:		2. Contract Number:	3. Contract Type:
1a. Name:		4. Contract Value (Current plus any unexercised Options) : \$	5. Period of Performance
1b. Address:		6. Customer Name:	5a. From:
1c. Point of Contact & Contact Information:		6a. Customer Point of Contact Information (email):	5b. To:
7. DESCRIPTION OF REQUIREMENT:			
8. RATINGS - Summarize contractor performance and check the box corresponding to the performance rating for each category. See Rating Guidelines on second page for rating descriptions.			
8a. QUALITY	1 [] 2 [] 3 [] 4 [] 5 []	COMMENTS	
8b. PROBLEM RESOLUTION	1 [] 2 [] 3 [] 4 [] 5 []	COMMENTS	
8c. COST CONTROL	1 [] 2 [] 3 [] 4 [] 5 []	COMMENTS	
8d. TIMELINESS	1 [] 2 [] 3 [] 4 [] 5 []	COMMENTS	
8e. BUSINESS RELATIONS	1 [] 2 [] 3 [] 4 [] 5 []	COMMENTS	
8f. CUSTOMER SERVICE	1 [] 2 [] 3 [] 4 [] 5 []	COMMENTS	
9. OVERALL RATING:			
10. PRINTED NAME AND SIGNATURE OF EVALUATOR:			10a. EVALUATION DATE:

RATING GUIDELINES

QUALITY OF PRODUCT OR SERVICES

- 1 *Unsatisfactory*
Nonconformance jeopardizes the achievement of contract goals: default.
- 2 *Poor*
Nonconformance requires major agency intervention to ensure achievement of contract goals: show cause or cure notices

- 3 *Fair*
Quality meets specifications in most cases, however, some agency intervention required to ensure achievement of contract requirements.
- 4 *Good*
Quality meets specification in all cases.
- 5 *Excellent*
Quality exceeds specifications in some cases.

PROBLEM RESOLUTION

- 1 *Unsatisfactory*
Inadequately resolved problems jeopardize contract goals.
- 2 *Poor*
Significant agency intervention required to resolve problems jeopardizing contract goals.
- 3 *Fair*
Some agency intervention required to resolve problems jeopardizing contract goals.
- 4 *Good*
Successfully overcomes or resolves all problems and achieves contract goals with minimal agency intervention.
- 5 *Excellent*
Anticipates and avoids most problems and successfully overcomes all unforeseen problems.

COST CONTROL

- 1 *Unsatisfactory*
Cost increases jeopardize achievement of contract goals: or billings routinely include unallowable costs.
- 2 *Poor*
Significant cost increases; or some inaccurate billings including some with unallowable costs.
- 3 *Fair*
Minor cost increases; or some inaccurate billings, but a minimal (1-2) number of unallowable cost.
- 4 *Good*
Contractor performed within cost; but some late billings, none with unallowable costs.
- 5 *Excellent*
Costs were less than the amount cited in the contract; and billings accurate and timely.

TIMELINESS OF PERFORMANCE

- 1 *Unsatisfactory*
Delays jeopardize the achievement of contract goals.
- 2 *Poor*
Significant delays.
- 3 *Fair*
Minor delays.
- 4 *Good*
All deliverables on time.
5. *Excellent*

BUSINESS RELATION

- 1 *Unsatisfactory*
Unethical or illegal business practices
- 2 *Poor*
Business practices are not attuned to customer support
- 3 *Fair*
Business practices are somewhat attuned to customer support.
- 4 *Good*
Business practices focus on customer support.
- 5 *Excellent*
Highly effective, proactive business practices focused on customer support.

CUSTOMER SERVICE

- 1 *Unsatisfactory*
Response to service requests is routinely late, ineffective or rude; customers express frustration or anger about many interactions; complaints are unresolved; contractor seems unaware of service issues.
- 2 *Poor*
Response to service requests is often late, ineffective or rude; some complains are resolved.
- 3 *Fair*
Response to service requests is uneven in timing or effectiveness; customer interactions are tenuous; contractor is trying hard and understands services issues.
- 4 *Good*
Response to service requests is timely, effective and courteous; customers express positive feedback; delivery of service is smooth and organized; collects customer feedback; customer problems are resolved well.
- 5 *Excellent*
Response to service requests is timely, effective and courteous; the contractor is proactive in building good relations with customers, proposing new service strategies, analyzing and reporting on service loads and collecting and using customer feedback.