

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. **8236-000000** PAGE 1 OF **82**

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER **VA786-15-R-0298** 6. SOLICITATION ISSUE DATE **7/8/2015**

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 **8/7/2015 2:00 PM**

9. ISSUED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556 CODE **43C1** 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: **100** % FOR: SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: **561730** HUBZONE SMALL BUSINESS EDWOSB SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: **\$7.5 Million**

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING **N/A** 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO FORT CRAWFORD NATIONAL CEMETERY 413 S BEAUMONT RD. PRAIRIE DU CHIEN, WI 53821 CODE 16. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556 CODE **43C1**

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18a. PAYMENT WILL BE MADE BY **www.tungsten-network.com/customer-campaigns/veterans-affairs/** CODE PHONE: FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>THE CONTRACTOR SHALL provide all necessary labor, materials, equipment, supplies and on-site supervision required to perform grounds maintenance at Ft. Crawford Soldier Lot Cemetery, Prairie du Chine, WI covering the period of date of award through September 30, 2016 plus three (3), one-year options (if exercised).</p> <p>ALL QUESTIONS FOR THIS SOLICITATION MUST BE SUBMITTED VIA EMAIL TO KENNETH.DOUGHERTY@VA.GOV BY 12:00 PM ON 7/20/2015 QUESTIONS WILL NOT BE ADDRESSED OR ANSWERED OVER THE PHONE. SEE SCHEDULE ON PAGES:</p> <p>DUNS# _____ TAX ID# _____ EMAIL: _____ PHONE: _____</p> <p>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)</p>	0			

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 ARE ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c. DATE SIGNED 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) **KENNETH DOUGHERTY CONTRACTING OFFICER** 31c. DATE SIGNED

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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. 41 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:

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

- a. 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.
- b. 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.
- c. 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.
- d. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and

Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 9 of the SF-1449 above.

- e. The proposal package should contain the following:
 - i. SF1449 with completed blocks 17a, 30a, 30b, 30c and DUNS number entered in block 20;
 - ii. Acknowledgement of any amendments;
 - iii. The following items shall be addressed and submitted in three (3) separate files:
 - iv. Price Proposal for all items in the schedule;
 - v. Technical Proposal addressing evaluation factors (see FAR Clause 52.212-2) and Statement of Work (SOW) requirements;
 - vi. Minimum three (3) to a maximum of five (5) past performance references within the last 3 years that are similar in size and scope to this solicitation. Use the Past Performance Questionnaire (Attachment C). Prepare one for each reference. Additional references will not be acknowledged. Only the (3) most current past performances will be reviewed;
 - vii. 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.

See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation.

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED IN FAR Provision 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS, PARAGRAPH (b), PRIOR TO THE TIME SPECIFIED IN BLOCK 8 of SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

6. NOTICE TO PROSPECTIVE CONTRACTOR(S): Prospective awardees **MUST** be registered with SAM at <http://www.sam.gov>, **Prior to Award** and through final payment, and the Online Representations and Certifications Application (ORCA) at <http://www.sam.gov> prior to award and through final payment. **Contract will not be awarded until SAM registration has been completed.**

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 three (3), 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 Crawford National Cemetery, YOU MUST CONTACT Mr. William “Bill” Janowski (Foreman) at 414-382-5301 or william.janowski@va.gov 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 (Attachment B). 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.

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

(B) NOTICE.—

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

(ii) **CONTENTS.**—A prime contractor shall include the reason for the reduction in a payment to or failure to pay a subcontractor in any notice made under clause (i).

A.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. 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.

(End of Clause)

SECTION B DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK

B.1 PRICE SCHEDULE

The contractor shall provide all necessary labor, materials, equipment, supplies and on-site supervision required to perform grounds maintenance at Ft. Crawford Soldier Lot Cemetery, Prairie du Chine, WI covering the period of date of award through September 30, 2016 plus three (3), one-year options (if exercised).

Base Year: Date of Award - 9/30/16					
CLIN #	Item Description	Qty	Units	Estimated Unit Cost	Year Total
0001	Mowing	32	JB	\$	\$
0002	Trimming	32	JB	\$	\$
0003	Fertilize	3	JB	\$	\$
0004	Herbicide, Post-emergence	2	JB	\$	\$
0005	Herbicide, Pre-emergence	1	JB	\$	\$
0006	Seeding/Overseeding	1	JB	\$	\$
0007	Fall leaf collection	1	JB	\$	\$
0008	Spring leaf collection	2	JB	\$	\$
0009	Snow/ice removal	30	JB	\$	\$
0010	Headstone Cleaning	2	JB	\$	\$
0011	Headstone Raise/Realign	1	JB	\$	\$
0012	Cemetery Cleanup	4	JB	\$	\$
0013	Refill Sunken Graves	1	EA	\$	\$
0014	Flag Pole Maint	1	JB	\$	\$
0015	Fly US flag	365	EA	\$	\$
				Total for Base Year	\$

Option Year 1: 10/1/2016-9/30/2017					
CLIN #	Item Description	Qty	Units	Estimated Unit Cost	Year Total
1001	Mowing	32	JB	\$	\$
1002	Trimming	32	JB	\$	\$
1003	Fertilize	3	JB	\$	\$
1004	Herbicide, Post-emergence	2	JB	\$	\$
1005	Herbicide, Pre-emergence	1	JB	\$	\$
1006	Overseeding	1	JB	\$	\$
1007	Fall leaf collection	1	JB	\$	\$
1008	Spring leaf collection	2	JB	\$	\$
1009	Snow/ice removal	30	JB	\$	\$
1010	Headstone Cleaning	2	JB	\$	\$
1011	Headstone Raise/Realign	1	JB	\$	\$
1012	Cemetery Cleanup	4	JB	\$	\$
1013	Refill Sunken Graves	1	EA	\$	\$
1014	Flag Pole Maint	1	JB	\$	\$
1015	Fly US flag	365	EA	\$	\$
					\$

Option Year 2: 10/1/2017-9/30/2018					
CLIN #	Item Description	Qty	Units	Estimated Unit Cost	Year Total
2001	Mowing	32	JB	\$	\$
2002	Trimming	32	JB	\$	\$
2003	Fertilize	3	JB	\$	\$
2004	Herbicide, Post-emergence	2	JB	\$	\$
2005	Herbicide, Pre-emergence	1	JB	\$	\$
2006	Overseeding	1	JB	\$	\$
2007	Fall leaf collection	1	JB	\$	\$
2008	Spring leaf collection	2	JB	\$	\$
2009	Snow/ice removal	30	JB	\$	\$
2010	Headstone Cleaning	2	JB	\$	\$
2011	Headstone Raise/Realign	1	JB	\$	\$
2012	Cemetery Cleanup	4	JB	\$	\$
2013	Refill Sunken Graves	1	EA	\$	\$
2014	Flag Pole Maint	1	JB	\$	\$
2015	Fly US flag	365	EA	\$	\$
					\$

Option Year 3: 10/1/2018-9/30/2019					
CLIN #	Item Description	Qty	Units	Estimated Unit Cost	Year Total
3001	Mowing	32	JB	\$	\$
3002	Trimming	32	JB	\$	\$
3003	Fertilize	3	JB	\$	\$
3004	Herbicide, Post-emergence	2	JB	\$	\$
3005	Herbicide, Pre-emergence	1	JB	\$	\$
3006	Overseeding	1	JB	\$	\$
3007	Fall leaf collection	1	JB	\$	\$
3008	Spring leaf collection	2	JB	\$	\$
3009	Snow/ice removal	30	JB	\$	\$
3010	Headstone Cleaning	2	JB	\$	\$
3011	Headstone Raise/Realign	1	JB	\$	\$
3012	Cemetery Cleanup	4	JB	\$	\$
3013	Refill Sunken Graves	1	EA	\$	\$
3014	Flag Pole Maint	1	JB	\$	\$
3015	Fly US flag	365	EA	\$	\$
					\$

Base Period 10/1/2015-9/30/2016	\$
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	\$
Total Contract Value:	\$

B.2 SCOPE OF WORK

STATEMENT OF WORK- FT. CRAWFORD SOLDIER LOT CEMETERY

1.0 GENERAL REQUIREMENTS

The contractor shall provide all necessary labor, materials, equipment, supplies and on-site supervision required to perform grounds maintenance at Ft. Crawford Soldier Lot Cemetery, Prairie du Chine, WI covering the period of date of award through September 30, 2016 plus three (3), one-year options (if exercised). Ft. Crawford Soldier Lot is a National Shrine and the standards of maintenance and appearance at this cemetery must reflect this nation's concern for those interred there. For this reason, the contractor's strict adherence to the contract specifications is required and essential.

1.1 RESPONSIBILITIES

1.1.1 The contractor shall furnish all labor, supervision, materials, supplies, tools and equipment required to perform the work called for in this contract.

1.1.2 The administration of this contract will be by the Contracting Officer, Central Contracting Division.

1.1.3 The Contracting Officer's Representative (COR) for the contract is Mr. Bill Janowski (Foreman), Wood National Cemetery, 5000 West National Ave, Milwaukee, WI 53295. The telephone number is (414-382-5301).

1.2 STANDARDS OF EMPLOYEE CONDUCT

1.2.1 Contractor's personal appearance and conduct shall be professional and unobtrusive at all times. The Contractor and contractor personnel shall be required to adhere to the following standards of dress and conduct while performing work on the grounds of the Soldier Lot cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Section 218:

1.2.1.1 Contractor personnel shall be fully clothed at all times, to include an upper garment to cover the body from waist to neck. Tank tops as an outer garment is prohibited, as are any garments which have a message or slogan affixed thereon.

1.2.1.2 It is expected that personnel will conduct themselves in a respectful manner, not engaging in loud boisterous behavior or use profane or abusive language. Radios are not permitted while maintaining the grounds of the cemetery.

1.2.1.3 Contractor personnel shall not eat or drink beverages except water or non-alcoholic beverages while in the work area. The use of intoxicating beverages and/or drugs is strictly prohibited. The use of alcohol or illegal drugs on these premises is a violation of Federal Law and will not be tolerated.

1.2.1.4 Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools or other items of equipment will be placed or leaned against headstones or monuments.

1.2.1.5 Contractor personnel shall take all necessary precautions to prevent damage to headstones, monuments, flower vases and other cemetery structures during execution of this contract. The contractor shall be charged current replacement costs for headstones or other property damaged as a result of actions by contractor personnel.

1.3 INSPECTION OF CEMETERY/ACCEPTANCE OF WORK/PAYMENT

1.3.1 The COR will perform inspections of the cemetery at regular intervals. During the inspection, the appearance of the cemetery will be observed and any deficiencies noted within the scope of the contract will be reported to the contractor for corrective action and completion within five (5) calendar days of receiving such notification from the COR. The COR will notify the contracting officer of items not corrected/completed within the five (5) calendar day period for further action by the contracting officer. Although the contractor's attendance at inspections is at the discretion of the contractor, the contractor's attendance and participation in the inspection is strongly encouraged.

1.3.2 Normally, the COR will verbally advise the Contractor of any discrepancies the first time they occur, and request that the Contractor correct the issue. If the Contractor fails to correct the issue and perform to the limits of satisfactory performance in accordance with the terms of the contract, the Contracting Officer will issue a written notice of correction to the Contractor. If at that time the contractor fails to take corrective action, payment will be withheld from the contractor's invoice until such time that corrective actions have occurred. If the contractor fails to comply with written demand within a reasonable period of time, the Government may, by written notice to the contractor, terminate his right to proceed further with the work. In such event, the Government may take over the work and prosecute it to completion by contract or otherwise, and the contractor will be liable to the Government for associated costs thereby.

1.3.3 The contractor is responsible for any damage to Government property caused by contractor equipment and/or contractor personnel. The contractor will notify the COR promptly of any damage that occurs to Government property, including broken or damaged headstones.

1.3.4 Payment will be made on a quarterly basis based on submission of invoices.

1.4 TURF MAINTENANCE – Mowing and Trimming

1.4.1 Mowing (approximately 21,000 sqft): season generally begins around April 1 and extends through November 15 of the contract year. Earlier and later time periods may be required depending on weather.

1.4.1.1 Mowing will be scheduled once a week, depending on weather conditions, during the mowing season. Visible clumps or rows of grass clippings shall be removed or dispersed within 24 hours of mowing to present a positive appearance and to prevent smothering damage to turf. Use of mulching/recycling deck mowers is recommended to reduce the potential for accumulations of clippings.

1.4.1.2 All grass will be mowed to a height between three (3) to three and one-half (3.5) inches. It will be no higher than four and one half (4.5) inches due to adverse conditions. Mowing shall be accomplished so that no more than 1/3 of the height of the grass is removed at any one mowing.

1.4.1.3 Grave decorations will be removed to permit mowing and trimming around the headstones, and then will be replaced to their original location. However, if unsightly, grave decorations will be removed and disposed.

1.4.2 Turf Trimming (approximately 770 linear feet): The grass around all headstones, monuments, trees, and other vertical surfaces will be trimmed to conform to the surrounding turf area.

1.4.2.1 The trimming will be performed as part of the mowing cycle to keep all trimmed areas at the same height as the surrounding turf (and NO SHORTER than the surrounding turf) so as not to cause scalping of turf.

1.4.2.2 Caution shall be exercised to prevent any damage to headstones, monuments, trees, and all other markers or structures.

1.4.3 Equipment: Riding mowers may be used provided that they are not operated within three (3) inches of headstones, monuments, tree trunks or other vertical surfaces. Walk-behind push type trimmers (not lawn mowers), string trimmers, or manual or power trimming shears will be used to trim grass from around headstones and other upright surfaces. Cutting blades on mowing and trimming equipment must be sharp so that grass blades are cut cleanly -- not torn or damaged. Cutting heights of all equipment shall be set according to heights specified under MOWING. The contractor shall ensure that the equipment is operating and maintained properly, with preventative maintenance accomplished as needed to keep equipment operating properly throughout the contract period. Any extended downtime due to equipment malfunction shall be promptly reported to the COR.

1.5 CEMETERY CLEAN-UP (approximately 21,000 sqft)

1.5.1 Work consists of collecting and removing all trash, tree limbs, as well as any other debris, such as dead or unsightly flowers, within the cemetery and outside perimeter areas.

1.5.1.1 All trash, debris, fallen tree limbs, and dead or unsightly flowers, will be removed from the cemetery and outside perimeter areas a minimum of once weekly.

1.5.1.2 Flowers will be removed from graves when they become withered, faded or unsightly. All other grave decorations will be removed after consulting with the Cemetery Director or his designee.

1.5.1.3 Removal of debris and disposal away, including any associated disposal fees, from the cemetery grounds shall be the responsibility of the contractor.

1.5.1.4 Contractor will assure that grounds are in a clean condition after each storm. The Contractor will initiate action to pick-up scattered debris (limbs, twigs, branches, leaves, etc.) resulting from storms, winds and natural falling as soon as the weather permits.

1.6 LEAF COLLECTION (approximately 21,000 sqft) Work consists of finely mulching in place or collecting and removing all fallen leaves and twigs from the cemetery grounds and the immediate area outside the cemetery. Leaf removal or mulching (using mulching deck lawn mowers to mulch or finely shred leaves and leave in place) will be accomplished from October 1st to January 1st of the contract year. Mulched leaf material must be sufficiently thin or dispersed to allow for turf growth in all areas (no smothering of turf). All fallen leaves not mulched and returned to soil must be removed during this period, except when delayed by the onset of severe weather conditions (snow/ice). Contractor shall schedule removal work accordingly. Contractor will inspect all areas of the cemetery during this period and insure that there is no accumulation of leaves in any area.

1.7 TURF MAINTENANCE – Fertilization and Weed Control (approximately 21,000 sqft)

The contractor shall be responsible for maintaining the turf area of the cemetery in healthy condition by proper application of fertilizers, lime (if required), and herbicides.

1.7.1 Fertilizer at a rate of 1.0 pound of nitrogen per 1,000 square feet shall be applied by the contractor three times each year, within a week before or after:

- (1) June 1
- (2) September 1
- (3) the final mowing in the fall.

1.7.1.1 Fertilizer shall have at least 40% of the nitrogen in a slow or controlled release form (such as sulfur coated urea), shall contain no phosphorous, and shall have an N-P-K ratio of approximately 2-0-1 or 3-0-2 (e.g., 24-0-12 or 30-0-20). No iron may be included in the fertilizer due to its potential to stain headstones.

1.7.2 Herbicide applications are to include two post-emergence treatments to control established broadleaf weeds, and one pre-emergence treatment to prevent growth of crabgrass. Dates of application shall be:

- (1) pre-emergence – mid to late April (or prior to crabgrass germination, before soil is 55 degrees F)
- (2) first post-emergence – late May
- (3) second post-emergence – October

1.7.2.1 Herbicides applied shall be labeled for turf use, and all label directions shall be followed. Rates used shall be adequate to control the weeds present or targeted. Application must be under the direction of a Certified Applicator.

1.8 TURF MAINTENANCE - Seeding/Overseeding (approximately 21,000 sqft)

1.8.1 Work consists of seed bed preparation, seeding, starter fertilization, and mulching of all cemetery areas where turf has been disturbed or has died, and also overseeding and starter fertilization of areas with thin turf (10-60% bare soil). Seeding shall occur in early September, except for refilled sunken and disturbed areas which are to be seeded at the time of repair.

1.8.2 MATERIALS

1.8.2.1 Grass seed shall be of a fresh new crop seed complying with purity and germination requirements stipulated herein. Grass seed to approximate the following:

<u>Kind of Seed</u>	<u>% By Weight</u>	<u>% Purity</u>	<u>% Germination</u>
Perennial Rye*	1/3	98-99	85 or above
Kentucky Blue Grass*	1/3	98-99	85 or above
Fine Fescue*	1/3	98-99	85 or above

**Certified Only*

1.8.2.2 Delivery tickets, indicating date, weight, analysis and vendor’s name, etc., shall be submitted to the cemetery director or COR.

1.8.3 Seeding rate shall be 5 lbs per 1,000 square feet. Seed type shall be as described above, or a comparable mixture approved by the Director, Wood National Cemetery.

1.8.4 Bare areas (10 square feet or larger) shall also have a standard commercial turf starter fertilizer applied as per label directions, the seed and fertilizer shall be raked into the top one quarter inch of soil, then the soil surface rolled with a standard turf roller, followed by mulching with a product to maximize seed germination and establishment (such as clean straw, PennMulch (or approved equal), or erosion control blankets).

1.9 REFILLING SUNKEN GRAVES (estimated 1 grave annually) Work consists of refilling sunken graves with a good quality top soil to match existing adjacent graves. Any undesirable materials such as rocks will be raked out. The contractor shall be responsible for identifying sunken graves and renovating the gravesite. In addition, the COR will provide the contractor with a listing of the gravesites to be refilled, when needed. Sunken graves will be filled with topsoil to bring the gravesite to established grade. The disturbed area will then be raked free of stones and any debris larger than one inch (1”) measured in any direction. The area will then be seeded, fertilized, and mulched as specified above.

1.10 HEADSTONE MAINTENANCE AND CLEANING (50 upright headstones and 5 civilian stones twice annually)

1.10.1 Work consists of annually cleaning all headstones and markers to remove objectionable material and discoloration, such as accumulations of bird dropping or mud, moss, grass stains, mildew, residue from trees, fungus, equipment tire marks, and so forth. Headstones will be cleaned two weeks prior to Memorial Day. Individual headstones will be cleaned as necessary

throughout the year as determined necessary by the COR. The natural surfaces shall be retained and headstones shall not be painted, white washed or calcimined.

1.10.1.1 Clean water shall be used to clean headstones. Cleaning techniques with water shall include pressurized spraying, hand scrubbing, and rinsing. When water under pressure is used, such pressure shall not be greater than 600 psi. Excessive staining and/or discoloration may be removed with pressurized water and a stiff nylon brush (no wire brushes, bleach, or abrasive cleaners shall be permitted) followed by rinsing with clear water. Care shall be taken not to tip the headstone out of plumb or alignment during cleaning.

1.10.2 After cleaning headstones as described above, apply a final heavy spray application of “Daybreak” cleaning product (will be provided by COR) to all sides of the headstone at a 50/50 water dilution rate. Contractor shall maintain a copy of the required Material Safety Data Sheets (MSDS) onsite during use of Daybreak cleaning product.

1.11 HEADSTONE FIELD ADJUSTMENT, RESETTING, AND REALIGNMENT (50 upright headstones once annually)

1.11.1 Work consists of making minor adjustments and realigning headstones that have shifted out of vertical or horizontal alignment. Meet with Cemetery Director onsite prior to start of work to determine specific headstones to receive field adjustment. Headstones shall be field adjusted and reset to be vertically plumb in all directions and visibly in horizontal and vertical alignment with adjacent headstones in their row. Headstones shall be raised, lowered, reset, and adjusted both vertically and laterally as needed to create and maintain a uniform and visually straight line along the rows with headstones of the other graves.

1.12 FLAG POLE Flagpole is to be kept in a presentable condition by touch-up painting with oil based Rustoleum paint (or approved equal) as needed throughout the year. This work is considered to be minor maintenance.

1.13 FLYING OF FLAG The United States Flag will be raised and flown between 8:00 a.m. through 5:00 p.m. every day, and lowered thereafter. It is the contractor's responsibility to raise and lower the flag on a daily basis. On Memorial Day the flag is to be flown at half-staff until Noon and then at full staff for the remainder of the day. A nylon flag will be provided by Wood National Cemetery. The contractor is to contact Wood National Cemetery whenever a new flag is needed.

1.14 REMOVAL OF SNOW AND ICE In accordance with local ordinances, the public sidewalks in and around the Soldier’s Lot must be kept clear of snow and ice at all times. The Contractor will clear 200 linear feet of public sidewalks on the east and west boulevards and ensure that the Lot is in compliance with local ordinances within 24 hours of the completion of the winter weather event.

Photographs of Cemetery





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.

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</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
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
52.225-1	BUY AMERICAN—SUPPLIES	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
52.242-15	STOP-WORK ORDER	AUG 1989
52.243-1	CHANGES—FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

C.4 52.213-2 INVOICES (APR 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

(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 9/30/2019.

(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.

(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 four (4) years.

(End of Clause)

C.10 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone

Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if

requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation

with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

(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)

(End of Addendum to 52.212-4)

C.14 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.15 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.16 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.17 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 Presentation and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

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

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

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

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

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

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

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

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

(End of Clause)

C.18 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 Wisconsin. 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.19 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

Monetary Wage-Fringe Benefits

LABORER, GROUNDS MAINTENANCE

WG-3 \$14.39

(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

ATTACHMENT B CONTRACT DISCREPANCY REPORT

ATTACHMENT C PAST PERFORMANCE QUESTIONNAIRE

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 05-2577 (Rev.-19) 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 Diane C. Koplewski Division of Director Wage Determinations		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2005-2577 Revision No.: 19 Date Of Revision: 12/22/2014
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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: Wisconsin

Area: Wisconsin Counties of Adams, Barron, Buffalo, Chippewa, Clark, Crawford, Dunn, Eau Claire, Grant, Jackson, Juneau, La Crosse, Monroe, Pepin, Richland, Trempealeau, Vernon, Wood

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.38
01012 - Accounting Clerk II		15.01
01013 - Accounting Clerk III		17.19
01020 - Administrative Assistant		17.99
01040 - Court Reporter		15.32
01051 - Data Entry Operator I		11.06
01052 - Data Entry Operator II		12.33
01060 - Dispatcher, Motor Vehicle		15.86
01070 - Document Preparation Clerk		11.20
01090 - Duplicating Machine Operator		11.20
01111 - General Clerk I		11.64
01112 - General Clerk II		12.70
01113 - General Clerk III		14.25
01120 - Housing Referral Assistant		17.10
01141 - Messenger Courier		11.60
01191 - Order Clerk I		12.28
01192 - Order Clerk II		13.40
01261 - Personnel Assistant (Employment) I		13.70
01262 - Personnel Assistant (Employment) II		15.32
01263 - Personnel Assistant (Employment) III		17.09
01270 - Production Control Clerk		18.59
01280 - Receptionist		11.58
01290 - Rental Clerk		10.76
01300 - Scheduler, Maintenance		13.70
01311 - Secretary I		13.70

01312	- Secretary II	15.32
01313	- Secretary III	17.09
01320	- Service Order Dispatcher	13.12
01410	- Supply Technician	18.99
01420	- Survey Worker	14.54
01531	- Travel Clerk I	13.94
01532	- Travel Clerk II	15.05
01533	- Travel Clerk III	16.18
01611	- Word Processor I	11.98
01612	- Word Processor II	13.66
01613	- Word Processor III	15.03
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	18.21
05010	- Automotive Electrician	18.28
05040	- Automotive Glass Installer	17.51
05070	- Automotive Worker	15.36
05110	- Mobile Equipment Servicer	15.77
05130	- Motor Equipment Metal Mechanic	19.26
05160	- Motor Equipment Metal Worker	17.51
05190	- Motor Vehicle Mechanic	16.98
05220	- Motor Vehicle Mechanic Helper	15.20
05250	- Motor Vehicle Upholstery Worker	16.73
05280	- Motor Vehicle Wrecker	17.51
05310	- Painter, Automotive	18.28
05340	- Radiator Repair Specialist	17.51
05370	- Tire Repairer	12.77
05400	- Transmission Repair Specialist	19.26
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.97
07041	- Cook I	11.30
07042	- Cook II	12.68
07070	- Dishwasher	8.07
07130	- Food Service Worker	9.45
07210	- Meat Cutter	16.35
07260	- Waiter/Waitress	8.54
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.20
09040	- Furniture Handler	12.11
09080	- Furniture Refinisher	16.20
09090	- Furniture Refinisher Helper	13.47
09110	- Furniture Repairer, Minor	14.82
09130	- Upholsterer	16.20
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.34
11060	- Elevator Operator	9.34
11090	- Gardener	13.66
11122	- Housekeeping Aide	11.66
11150	- Janitor	11.92
11210	- Laborer, Grounds Maintenance	11.51
11240	- Maid or Houseman	9.27
11260	- Pruner	11.46
11270	- Tractor Operator	13.22
11330	- Trail Maintenance Worker	11.51
11360	- Window Cleaner	12.88
12000	- Health Occupations	
12010	- Ambulance Driver	12.85
12011	- Breath Alcohol Technician	16.25
12012	- Certified Occupational Therapist Assistant	19.39
12015	- Certified Physical Therapist Assistant	20.59
12020	- Dental Assistant	15.70
12025	- Dental Hygienist	28.45
12030	- EKG Technician	19.41
12035	- Electroneurodiagnostic Technologist	19.41
12040	- Emergency Medical Technician	12.85
12071	- Licensed Practical Nurse I	14.73
12072	- Licensed Practical Nurse II	16.48
12073	- Licensed Practical Nurse III	18.38

12100 - Medical Assistant	14.05
12130 - Medical Laboratory Technician	19.88
12160 - Medical Record Clerk	14.26
12190 - Medical Record Technician	16.06
12195 - Medical Transcriptionist	16.02
12210 - Nuclear Medicine Technologist	30.31
12221 - Nursing Assistant I	10.08
12222 - Nursing Assistant II	11.33
12223 - Nursing Assistant III	12.37
12224 - Nursing Assistant IV	13.88
12235 - Optical Dispenser	14.76
12236 - Optical Technician	13.20
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	13.88
12305 - Radiologic Technologist	24.57
12311 - Registered Nurse I	24.49
12312 - Registered Nurse II	29.96
12313 - Registered Nurse II, Specialist	29.96
12314 - Registered Nurse III	36.24
12315 - Registered Nurse III, Anesthetist	36.24
12316 - Registered Nurse IV	41.98
12317 - Scheduler (Drug and Alcohol Testing)	20.42
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.66
13012 - Exhibits Specialist II	20.65
13013 - Exhibits Specialist III	25.26
13041 - Illustrator I	16.66
13042 - Illustrator II	20.65
13043 - Illustrator III	25.26
13047 - Librarian	23.03
13050 - Library Aide/Clerk	10.46
13054 - Library Information Technology Systems Administrator	20.65
13058 - Library Technician	15.04
13061 - Media Specialist I	14.90
13062 - Media Specialist II	16.66
13063 - Media Specialist III	18.58
13071 - Photographer I	14.42
13072 - Photographer II	16.54
13073 - Photographer III	20.49
13074 - Photographer IV	25.07
13075 - Photographer V	30.33
13110 - Video Teleconference Technician	19.98
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.31
14042 - Computer Operator II	14.88
14043 - Computer Operator III	16.68
14044 - Computer Operator IV	20.04
14045 - Computer Operator V	23.66
14071 - Computer Programmer I	(see 1) 17.71
14072 - Computer Programmer II	(see 1) 22.12
14073 - Computer Programmer III	(see 1) 26.85
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	13.63
14160 - Personal Computer Support Technician	20.04
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.38
15020 - Aircrew Training Devices Instructor (Rated)	31.91
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	27.52
15060 - Educational Technologist	26.30
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	22.32
15090 - Technical Instructor	19.23

15095 - Technical Instructor/Course Developer	23.52
15110 - Test Proctor	15.55
15120 - Tutor	15.55
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.13
16030 - Counter Attendant	11.13
16040 - Dry Cleaner	13.96
16070 - Finisher, Flatwork, Machine	11.13
16090 - Presser, Hand	11.13
16110 - Presser, Machine, Drycleaning	11.13
16130 - Presser, Machine, Shirts	11.13
16160 - Presser, Machine, Wearing Apparel, Laundry	11.13
16190 - Sewing Machine Operator	14.80
16220 - Tailor	15.62
16250 - Washer, Machine	12.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.20
19040 - Tool And Die Maker	21.94
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.29
21030 - Material Coordinator	18.59
21040 - Material Expediter	18.59
21050 - Material Handling Laborer	11.75
21071 - Order Filler	12.50
21080 - Production Line Worker (Food Processing)	14.29
21110 - Shipping Packer	14.43
21130 - Shipping/Receiving Clerk	14.43
21140 - Store Worker I	11.98
21150 - Stock Clerk	15.11
21210 - Tools And Parts Attendant	14.29
21410 - Warehouse Specialist	14.29
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.13
23021 - Aircraft Mechanic I	22.06
23022 - Aircraft Mechanic II	23.13
23023 - Aircraft Mechanic III	24.21
23040 - Aircraft Mechanic Helper	16.65
23050 - Aircraft, Painter	20.97
23060 - Aircraft Servicer	18.82
23080 - Aircraft Worker	19.87
23110 - Appliance Mechanic	18.54
23120 - Bicycle Repairer	12.77
23125 - Cable Splicer	29.22
23130 - Carpenter, Maintenance	18.91
23140 - Carpet Layer	19.13
23160 - Electrician, Maintenance	26.77
23181 - Electronics Technician Maintenance I	19.12
23182 - Electronics Technician Maintenance II	20.56
23183 - Electronics Technician Maintenance III	23.12
23260 - Fabric Worker	18.81
23290 - Fire Alarm System Mechanic	22.06
23310 - Fire Extinguisher Repairer	17.73
23311 - Fuel Distribution System Mechanic	22.06
23312 - Fuel Distribution System Operator	18.28
23370 - General Maintenance Worker	16.25
23380 - Ground Support Equipment Mechanic	22.06
23381 - Ground Support Equipment Servicer	18.82
23382 - Ground Support Equipment Worker	19.87
23391 - Gunsmith I	17.73
23392 - Gunsmith II	19.90
23393 - Gunsmith III	22.06
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.31
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.34
23430 - Heavy Equipment Mechanic	20.72
23440 - Heavy Equipment Operator	23.49

23460 - Instrument Mechanic	22.06
23465 - Laboratory/Shelter Mechanic	20.99
23470 - Laborer	11.75
23510 - Locksmith	20.18
23530 - Machinery Maintenance Mechanic	21.55
23550 - Machinist, Maintenance	19.23
23580 - Maintenance Trades Helper	14.01
23591 - Metrology Technician I	22.06
23592 - Metrology Technician II	23.13
23593 - Metrology Technician III	24.21
23640 - Millwright	22.06
23710 - Office Appliance Repairer	21.13
23760 - Painter, Maintenance	17.17
23790 - Pipefitter, Maintenance	26.69
23810 - Plumber, Maintenance	22.17
23820 - Pneudraulic Systems Mechanic	22.06
23850 - Rigger	22.06
23870 - Scale Mechanic	19.90
23890 - Sheet-Metal Worker, Maintenance	22.53
23910 - Small Engine Mechanic	16.78
23931 - Telecommunications Mechanic I	21.20
23932 - Telecommunications Mechanic II	22.18
23950 - Telephone Lineman	19.99
23960 - Welder, Combination, Maintenance	17.74
23965 - Well Driller	22.06
23970 - Woodcraft Worker	22.06
23980 - Woodworker	16.64
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.10
24580 - Child Care Center Clerk	12.60
24610 - Chore Aide	9.64
24620 - Family Readiness And Support Services Coordinator	15.71
24630 - Homemaker	15.71
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.30
25040 - Sewage Plant Operator	19.95
25070 - Stationary Engineer	21.30
25190 - Ventilation Equipment Tender	16.08
25210 - Water Treatment Plant Operator	19.95
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.89
27007 - Baggage Inspector	11.52
27008 - Corrections Officer	18.85
27010 - Court Security Officer	19.62
27030 - Detection Dog Handler	14.16
27040 - Detention Officer	18.90
27070 - Firefighter	17.50
27101 - Guard I	11.52
27102 - Guard II	14.16
27131 - Police Officer I	22.51
27132 - Police Officer II	25.01
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.42
28042 - Carnival Equipment Repairer	10.99
28043 - Carnival Equipment Worker	8.66
28210 - Gate Attendant/Gate Tender	13.78
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	15.41
28510 - Recreation Aide/Health Facility Attendant	11.25
28515 - Recreation Specialist	19.05
28630 - Sports Official	12.27
28690 - Swimming Pool Operator	15.92
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.90
29020 - Hatch Tender	19.90
29030 - Line Handler	19.90

29041 - Stevedore I	18.81
29042 - Stevedore II	20.99
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	15.62
30022 - Archeological Technician II	18.39
30023 - Archeological Technician III	23.15
30030 - Cartographic Technician	23.15
30040 - Civil Engineering Technician	21.88
30061 - Drafter/CAD Operator I	15.62
30062 - Drafter/CAD Operator II	18.39
30063 - Drafter/CAD Operator III	20.84
30064 - Drafter/CAD Operator IV	25.64
30081 - Engineering Technician I	13.27
30082 - Engineering Technician II	14.89
30083 - Engineering Technician III	17.44
30084 - Engineering Technician IV	21.30
30085 - Engineering Technician V	25.34
30086 - Engineering Technician VI	30.54
30090 - Environmental Technician	21.88
30210 - Laboratory Technician	19.55
30240 - Mathematical Technician	23.15
30361 - Paralegal/Legal Assistant I	17.13
30362 - Paralegal/Legal Assistant II	21.09
30363 - Paralegal/Legal Assistant III	25.78
30364 - Paralegal/Legal Assistant IV	31.21
30390 - Photo-Optics Technician	23.15
30461 - Technical Writer I	23.15
30462 - Technical Writer II	28.32
30463 - Technical Writer III	34.26
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	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.84
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.15
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.32
31030 - Bus Driver	14.39
31043 - Driver Courier	13.31
31260 - Parking and Lot Attendant	11.08
31290 - Shuttle Bus Driver	14.63
31310 - Taxi Driver	10.81
31361 - Truckdriver, Light	14.63
31362 - Truckdriver, Medium	15.91
31363 - Truckdriver, Heavy	18.60
31364 - Truckdriver, Tractor-Trailer	18.60
99000 - Miscellaneous Occupations	
99030 - Cashier	8.73
99050 - Desk Clerk	9.63
99095 - Embalmer	26.25
99251 - Laboratory Animal Caretaker I	9.35
99252 - Laboratory Animal Caretaker II	9.94
99310 - Mortician	28.88
99410 - Pest Controller	18.90
99510 - Photofinishing Worker	12.62
99710 - Recycling Laborer	14.54
99711 - Recycling Specialist	16.37
99730 - Refuse Collector	13.45
99810 - Sales Clerk	11.75
99820 - School Crossing Guard	13.48
99830 - Survey Party Chief	26.89
99831 - Surveying Aide	15.72

99832 - Surveying Technician	20.64
99840 - Vending Machine Attendant	15.04
99841 - Vending Machine Repairer	17.51
99842 - Vending Machine Repairer Helper	15.04

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, 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 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, 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 52.237-1 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.5 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</u> <u>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
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.217-5	EVALUATION OF OPTIONS	JUL 1990
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 II (MAY 2014)	MAY 2014
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

E.6 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)

E.7 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: Non Price Factors

(1) Past Performance; (2) Technical Qualifications; and (3) Price

Technical and past performance, when combined, are approximately equal to 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. Past Performance
2. Technical Qualifications
3. Price

Evaluation Factors other than cost or price, when combined, are approximately equal to price.

FACTOR 1: Past Performance: Past performance will be evaluated for quality, timeliness (i.e. recent), problem resolution, business relations, customer service and relevance (i.e. experience in providing services similar in size, scope, and complexity as described in the SOW). If no past

performance information is readily available, the Offeror's past performance will be evaluated as Neutral.

NOTE: The offeror is responsible for providing three (3) references of their choosing a copy of Attachment C (Past Performance Questionnaire) for their completion and their submission back to the Contracting Officer for review. The completed questionnaires shall be sent to: kenneth.dougherty@va.gov no later than **5 days** after the solicitation's closing date and time. The references chosen by the offer should be selected based on past projects of the same or similar work. The source selection authority shall determine the relevance of similar past performance information.

FACTOR 2: 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, which are weighted equally:

1. Describe the company's and/or sub-contractor(s)'s experience performing grounds maintenance services. Describe the experience performing grounds maintenance services for cemeteries. Describe the experience performing grounds maintenance services for state and/or federal facilities. See statement of work for more information of what is needed.
2. Qualification of Technical personnel (training, experience, resumes, certifications, etc.) who will be executing the services under the contract.
3. Staffing Plan/Equipment (list): to include proposed man hours, work schedules, methodology, list of equipment/vehicles to be used, licenses, permits and insurance information, etc., .
4. 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.
5. 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. The contractor's proposal will be evaluated on how well it meets the performance goals of this contract.

FACTOR 3: 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 of the offers received 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.

Bonding: The Government retains the right to ask for bonding (bid, performance, payment, or alternate payment protections) if it is determined to be necessary to address Government concerns. 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.

(End of Addendum to 52.212-1)

E.8 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 (1)(3) through (1)(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)

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/>				
12. Government Actions: (Reduced payment, cure notice, show cause, other)				
<hr/> <hr/>				
13. Close Out				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

SOLICITATION: VA786-15-R-0298

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:
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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.