

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 8152-000023		PAGE 1 OF 54	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA-786-11-RP-0463	
6. SOLICITATION ISSUE DATE 03-14-2012		7. FOR SOLICITATION INFORMATION CALL: a. NAME Ira S. Clavner		b. TELEPHONE NO. (No Collect Calls) 215-381-3787 x 4635		8. OFFER DUE DATE/LOCAL TIME 04-04-2012	
9. ISSUED BY Department of Veterans Affairs National Cemetery Administration 75 Barrett Heights Rd. Suite 309  Stafford VA 22556				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$7 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs National Cemetery Administration 75 Barrett Heights Rd. Suite 309  Stafford VA 22556				16. ADMINISTERED BY Department of Veterans Affairs National Cemetery Administration 75 Barrett Heights Rd. Suite 309  Stafford VA 22556			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs Financial Services Center  P.O. Box 149971 Austin TX 78714-9971  PHONE: FAX:			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall furnish all labor, supervision, equipment, materials and supplies necessary to provide mowing, trash and debris removal services at the Long Island National Cemetery.  Respond to Contracting Officer at address in Block 9  This action is a 100% SDVOSB Set Aside.  Respondents Email: _____  DUNS Number: _____  Tax ID Number: _____  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 815-570100-2549 010070100 0129A1 2012					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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					<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Ira S. Clavner NCA11L3-3478		31c. DATE SIGNED	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.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: Contracting Officer 00786  
Department of Veterans Affairs  
National Cemetery Administration  
75 Barrett Heights Rd. Suite 309  
  
Stafford VA 22556

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

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:

Department of Veterans Affairs  
Financial Services Center

P.O. Box 149971  
Austin TX 78714-9971

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

AMENDMENT NO	DATE
_____	_____
_____	_____
_____	_____

## SUPPLIES OR SERVICES AND PRICES / COSTS

**PRICE SCHEDULE:** The Contractor shall furnish all labor, supervision, equipment, materials and supplies necessary to provide mowing, trash / debris removal and Fall leaf removal / cleanup services at the Long Island National Cemetery, located at 2040 Wellwood Ave, Farmingdale, NY 11735.

**SITE VISIT:** Offerors or quoters 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 Long Island National Cemetery, **YOU MUST CONTACT** one of the following personnel to make arrangements:

Roseanne Santore – Cemetery Director. .... (631) 454-4952  
 John Maloy – Foreman ..... (631) 454-4953  
 Fax # ..... (631) 694-5422

**POST AWARD CONFERENCE:** Prior to commencement of work, contract awardee is required to make an appointment for a conference with the COTR and/or Contracting Officer COTR to assure that all parties understand all contractual obligations and the role that each party serves.

All services described in the Work Statement, including technical specifications, schedules, addenda, clauses, terms and conditions of the contract shall form the complete scope of work. The period of performance is from October 1, 2011 thru September 30, 2012, with four (4) one (1) year renewal options.

**ESTIMATED QUANTITIES:** The quantities indicated in the Price Schedule are estimated and not purchased by this contract. Should extreme weather conditions (extreme dry period / drought, or excessive rainfall) result in excessive or minimal turf growth, the Government reserves the right to increase or decrease the quantity of mowing and trimmings required by this contract. Changes in quantity shall not constitute an equitable price adjustment.

<b>BASE YEAR:</b> From Date of Award thru September 30, 2012					
CLI N	<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	<b>MOW, DEBRIS &amp; TRASH REMOVAL</b>				
001	Mow Cycle & Debris Removal: Mow 275 acres of turf on a seven (7) day cycle to include removal of all debris and grass clippings. Clean all sidewalks, driveways and parking areas.	17	Job	\$ _____	\$ _____
002	Trash & Debris Removal: Mow 275 acres (Includes twigs, branches, paper products, cigarette-butts, gum, glass and metal products, plastic, synthetic items, loose rocks and stones, and regular floral pick-up at gravesites.	17	Job	\$ _____	\$ _____
003	Fall Leaf Removal & Cleanup: Cleanup and removal of leaves, leaf debris & branches. This leaf cleanup will commence October 15 <sup>th</sup> and occur weekly through December 30th (weather permitting) with all leaves being removed from the cemetery. If necessary, one more weekly cleanup will commence March 15 <sup>th</sup> and be completed before the start of the mowing season.	N/A	Job	\$ _____	\$ _____
		<b>TOTAL ESTIMATED COST:</b>			\$ _____

<b>OPTION YEAR I:</b> October 1, 2012 thru September 30, 2013					
CLI N	<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
	<b>MOW, DEBRIS &amp; TRASH REMOVAL</b>				
101	Mow Cycle & Debris Removal: Mow 275 acres of turf on a seven (7) day cycle to include removal of all debris and grass clippings. Clean all sidewalks, driveways and parking areas.	33	Job	\$ _____	\$ _____
102	Trash & Debris Removal: Mow 275 acres (Includes twigs, branches, paper products, cigarette-butts, gum, glass and metal products, plastic, synthetic items, loose rocks and stones, and regular floral pick-up at gravesites.	33	Job	\$ _____	\$ _____
103	Fall Leaf Removal & Cleanup: Cleanup and removal of leaves, leaf debris & branches. This leaf cleanup will commence October 15 <sup>th</sup> and occur weekly through December 30th (weather permitting) with all leaves being removed from the cemetery. If necessary, one more weekly cleanup will commence March 15 <sup>th</sup> and be completed before the start of the mowing season.	12	Job	\$ _____	\$ _____
		<b>TOTAL ESTIMATED COST:</b>			\$ _____

<b><u>OPTION YEAR II:</u></b> October 1, 2013 thru September 30, 2014					
<b>CLIN</b>	<b><u>Description</u></b>	<b><u>Est. Qty</u></b>	<b><u>Unit</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total Cost</u></b>
	<b>MOW, DEBRIS &amp; TRASH REMOVAL</b>				
201	Mow Cycle & Debris Removal: Mow 275 acres of turf on a seven (7) day cycle to include removal of all debris and grass clippings. Clean all sidewalks, driveways and parking areas.	33	Job	\$ _____	\$ _____
202	Trash & Debris Removal: Mow 275 acres (Includes twigs, branches, paper products, cigarette-butts, gum, glass and metal products, plastic, synthetic items, loose rocks and stones, and regular floral pick-up at gravesites.	33	Job	\$ _____	\$ _____
203	Fall Leaf Removal & Cleanup: Cleanup and removal of leaves, leaf debris & branches. This leaf cleanup will commence October 15 <sup>th</sup> and occur weekly through December 30th (weather permitting) with all leaves being removed from the cemetery. If necessary, one more weekly cleanup will commence March 15 <sup>th</sup> and be completed before the start of the mowing season.	12	Job	\$ _____	\$ _____
		<b>TOTAL ESTIMATED COST:</b>			\$ _____

<b><u>OPTION YEAR III:</u></b> October 1, 2014 thru September 30, 2015					
<b>CLIN</b>	<b><u>Description</u></b>	<b><u>Est. Qty</u></b>	<b><u>Unit</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total Cost</u></b>
	<b>MOW, DEBRIS &amp; TRASH REMOVAL</b>				
301	Mow Cycle & Debris Removal: Mow 275 acres of turf on a seven (7) day cycle to include removal of all debris and grass clippings. Clean all sidewalks, driveways and parking areas.	33	Job	\$ _____	\$ _____
302	Trash & Debris Removal: Mow 275 acres (Includes twigs, branches, paper products, cigarette-butts, gum, glass and metal products, plastic, synthetic items, loose rocks and stones, and regular floral pick-up at gravesites.	33	Job	\$ _____	\$ _____
303	Fall Leaf Removal & Cleanup: Cleanup and removal of leaves, leaf debris & branches. This leaf cleanup will commence October 15 <sup>th</sup> and occur weekly through December 30th (weather permitting) with all leaves being removed from the cemetery. If necessary, one more weekly cleanup will commence March 15 <sup>th</sup> and be completed before the start of the mowing season.	12	Job	\$ _____	\$ _____
		<b>TOTAL ESTIMATED COST:</b>			\$ _____



<b><u>OPTION YEAR IV:</u></b> October 1, 2015 thru September 30, 2016					
<b>CLIN</b>	<b><u>Description</u></b>	<b><u>Est. Qty</u></b>	<b><u>Unit</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total Cost</u></b>
	<b>MOW, DEBRIS &amp; TRASH REMOVAL</b>				
401	Mow Cycle & Debris Removal: Mow 275 acres of turf on a seven (7) day cycle to include removal of all debris and grass clippings. Clean all sidewalks, driveways and parking areas.	33	Job	\$ _____	\$ _____
402	Trash & Debris Removal: Mow 275 acres (Includes twigs, branches, paper products, cigarette-butts, gum, glass and metal products, plastic, synthetic items, loose rocks and stones, and regular floral pick-up at gravesites.	33	Job	\$ _____	\$ _____
403	Fall Leaf Removal & Cleanup: Cleanup and removal of leaves, leaf debris & branches. This leaf cleanup will commence October 15 <sup>th</sup> and occur weekly through December 30th (weather permitting) with all leaves being removed from the cemetery. If necessary, one more weekly cleanup will commence March 15 <sup>th</sup> and be completed before the start of the mowing season.	12	Job	\$ _____	\$ _____
		<b>TOTAL ESTIMATED COST:</b>			\$ _____

**SUMMARY GRAND TOTAL**

BASE YEAR + ALL OPTION YEARS:	\$ _____
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All delivery orders are subject to the terms and conditions of this contract. Orders may be issued orally, by facsimile, by mail or e-mail.

**(End of Price Schedule)**

## SECTION C - CONTRACT CLAUSES

### 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.1 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government;  
or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

## **C.2 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 Date of Award through September 30, 2012.

(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.3 52.216-21 REQUIREMENTS (OCT 1995)**

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after October 30, 2012.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

(End of Clause)

**C.6 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration,

U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of Clause)

#### **C.7 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.8 SUPPLEMENTAL INSURANCE REQUIREMENTS**

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

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

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

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

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

(End of Clause)

## **C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2012. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract

beyond September 30, 2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

**C.10 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.11 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)**

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

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

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

(End of Clause)

**C.12 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984)**

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

(End of Clause)

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

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

(End of Clause)

#### **C.14 VAAR 852.237-70 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 New York. 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.15 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)**

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

#### **C.16 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of Clause)

52.233-1	DISPUTES	JUL 2002
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984

(End of Addendum to 52.212-4)

**C.17 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (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 (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☐ (12)(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).

☐ (13)(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.

☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (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) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (Jan 2004) of 52.225-3.

☐ (iii) Alternate II (Jan 2004) of 52.225-3.

☐ (41) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (42) 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).

☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (51)(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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)



## SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

### DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

#### A.1 BACKGROUND

Long Island National Cemetery located in Farmingdale, NY was established as a national cemetery in 1936. Cemetery grounds encompass approximately 350 acres of land with approximately 275 being turf. Long Island National Cemetery is a National Shrine that honors veterans with a final resting place and lasting memorials that commemorate their service to our Nation. The cemetery receives visitors, holds ceremonies and conducts committal services. Because of the special significance and attention it receives from the public, strict adherence to the following specifications is essential.

#### A.2 CONTRACT DEFINITIONS / ACRONYMS

- (a) Business Hours & Days of Operation: Normal cemetery business hours / days of operation are 8:00AM to 4:30PM, Monday through Friday, excluding Federal Holidays.
- (b) Contracting Officer (CO): VA official with the authority to enter into, administer, and/or terminate contracts. The Contracting Officer shall delegate one or more representatives to serve as the Contracting Officer's Technical Representative (COTR). All administrative functions remain with the VA Contracting Officer.
- (c) Contracting Officer's Technical Representative (COTR): VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. COTR responsibilities include certification of invoices, placing orders for service, providing technical guidance to the Contractor and overseeing technical aspects of the contract.
- (d) Cemetery Director (Administrator / Management Official): The Cemetery Director is the VA Official responsible for day-to-day oversight of a National Cemetery, including burying veterans and eligible family members, and maintaining cemetery grounds as a national shrine. The Cemetery Director and/or designee (hereon referred to as COTR) are responsible for contract oversight.
- (e) Contractor: The term "Contractor" as used herein refers to the prime Contractor, his/her employees, and any subcontractors and their employees. The Contractor is responsible for assuring its employees and subcontractors comply with all contract terms, conditions and provisions.
- (f) National Cemetery Administration (NCA) Operational Standards & Measures: Provides standards for performance in the key cemetery operational areas of Interments, Grounds Maintenance, Headstones, Markers and Equipment & Facilities Maintenance. A copy of NCA Operational Standards shall be provided to the Contractor by the COTR.
- (g) NCA Turf & Landscape Handbook 3420: Outlines procedures for the proper establishment and care of turf-grass in VA National Cemeteries. A copy of the handbook shall be provided to the Contractor by the COTR.

### A.3 GENERAL REQUIREMENTS

- (a) Contractor shall furnish all supervision, labor, materials, tools, supplies and equipment necessary to provide turf mowing & trash / debris removal services at the Long Island National Cemetery as specified herein.
- (b) All work shall be performed during normal cemetery hours of operation (8:00am - 4:30pm local time / Monday thru Friday - excluding Federal Holidays). Work performed outside of normal work hours shall be at the discretion and approval of the VA Contracting Officer's Technical Representative (COTR).
- (c) Places of Performance:

CEMETERY	LOCATION
Long Island National Cemetery	2040 Wellwood Ave., Farmingdale, NY. 11735

### A.4 TECHNICAL SPECIFICATIONS

The following index of services briefly describes the work involved. All services described in the Schedule, including Technical Specifications, Addenda, Terms, Conditions and Clauses of the contract shall form the complete requirement.

SECTION	<u>DESCRIPTION</u>
<b>A.4.1</b>	LAWN MAINTENANCE: MOWING
<b>A.4.2</b>	TRASH & DEBRIS REMOVAL
<b>A.4.3</b>	FALL / WINTER / EARLY SPRING LEAF REMOVAL & CLEANUP

#### A.4.1 LAWN MAINTENANCE -- MOWING

(a) SCOPE

The Contractor shall be responsible for mowing all grass within the Long Island National Cemetery including the cemetery perimeters bordering Wellwood Ave. to the West, Little East Neck Road to the East and Colonial Springs Road to the North. Cemetery turf encompasses approximately two-hundred seventy-five (275) acres of lawn area.

(b) NCA STANDARDS

- (i) Standard 2.1c: 95% of turf in visually prominent areas is maintained within one inch above the range of that which is professionally recommended for that type of turf and region.

(c) PROCEDURES

- (i) Equipment: The Contractor shall use rear-discharge or mulching mowers only. Riding mowers may only be operated within two (2) inches of headstones, markers, monuments, tree trunks or other vertical surfaces.
- (ii) Cutting blades on mowing and trimming equipment must be kept sharp so that grass tips are cleanly cut and not torn or damaged. The height of grass is what is measured to get the correct cutting height. The cutting height of all mowing equipment shall be set to maintain a turf height of three inches (3.0") during the months of April, May, October and November. In the months of June, July, August and early September due to warmer temperatures, usually lower rainfall totals and slower turf grass growth, mowing equipment shall be set to maintain a turf height of four inches (4.0"). At no time shall more than one third of new growth be removed during any single mowing. The Contractor must also avoid blowing grass onto headstones to avoid staining when mowing.
- (iii) Mowing: The Contractor shall mow all turf areas beginning on April 15th or the first workday thereafter. Mowing shall be accomplished on a weekly seven day cycle (or as otherwise directed by the COTR). If grass clippings are evident, the Contractor shall remove and dispose of the clippings at no extra cost to the Government. Mowing shall conclude on November 30<sup>th</sup> or the first workday thereafter.

Note: Headstone, fence line, curb and tree trimming are accomplished under a separate contract and are not required as a part of this contract. The Contractor shall fully cooperate with any other Contractors and with Government employees and shall carefully adapt scheduling and performance of work as directed by the COTR(s). The Contractor is responsible for reporting to the COTR(s) any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor shall not take it upon him or herself to resolve any problems or issues with other on-site Contractors or employees, but rather will leave it to the COTR(s) to resolve the issue.

- (iv) Memorial Day & Veterans Day Ceremonies: Unless otherwise requested by the COTR, mowing and trimming of cemetery grounds shall be performed within three (3) days prior to the Memorial Day weekend, and three (3) days prior to Veterans Day.
- (ii) Any clippings deposited on roadways or other non-turf grass areas shall be removed the same day as the mowing event that produced them. Any clippings deposited on sidewalks or at public visitor areas including at the Committal Shelter areas shall be removed at same time mowing work is occurring. Also, any windrows left in between headstones after mowing shall be picked up by the Contractor on the same day that mowing has occurred.
- (iii) Contractor shall be familiar with and utilize different mowing patterns. Changing direction and patterns reduces turf wear providing a cleaner cut. Contractor shall clean all mowing and trimming equipment before unloading at the cemetery. This shall minimize the possibilities of weed contaminants to cemetery turf from outside mowing areas. The contractor shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, irrigation equipment, etc while performing mowing services.

- (iv) The Contractor shall remove and replace all floral or commemorative items, etc. to their proper place while performing mowing services. The Contractor shall repair or replace all damaged items caused by the contractor at no additional cost to the cemetery as directed by the COTR.
- (v) New seed/sod shall be present at all newly buried gravesites, second interment gravesites, and repaired gravesite locations. New sod shall be hand mowed until it is fully established to the point where it shall not be damaged by riding mowers. All mowing around trees shall be accomplished in a manner that prevents a “ringing pattern” around the tree and associated damage to turf. Contractor shall vary wheel-width patterns and mowing patterns after each mowing to prevent and avoid wheel rutting from occurring.
- (vi) Turf in burial and public areas should be maintained at a height within one inch range of that which is professionally recommended for the recommended grass type for that geographic region. Optimally, the height should be no more than half an inch above that range. For example, the height of Kentucky Bluegrass / Perennial Rye / Fine Fescue should be between 3.0” and 3.5”. Grass is to be trimmed on borders.
- (vii) The walkways (inside and out), flagpole bases, interment area, and roads shall be cleaned of any grass clippings and leaves after mowing, weed eating, edging, and trimming.

#### **A.4.2 TRASH & DEBRIS REMOVAL**

##### **(a) SCOPE**

- (i) Work consists of collecting and removing all loose trash, dead or unsightly flowers, tree limbs, regular floral grave pick-up as well as any other debris within the Long Island National Cemetery.
- (ii) Trash, debris and leaf removal at Long Island National Cemetery includes all areas within the cemetery property lines and cemetery perimeters bordering Wellwood Ave. to the West, Little East Neck Road to the East and Colonial Springs Road to the North.
- (iii) Trash & Debris are defined as any item, material or foreign object not permanently attached to or planted within Cemetery grounds and boundaries. Items include, but are not limited to:
  - Twigs and branches that are less than ten (10) inches in diameter.
  - Paper products, cigarette-butts, gum, glass and metal products.
  - Plastic and any other synthetic items.
  - Loose rock and stone over three (3) inches in diameter that are not the apparent result of an interment.
  - Regular Floral pick-up at gravesites.

##### **(b) NCA STANDARDS**

- (i) Standard (2.3): All turf is free of debris (i.e., leaves, fallen branches and trash).

- (ii) Standard (7.2): Trash is collected, disposed of and does not detract from cemetery appearance.

(c) PROCEDURES

- (i) Trash & Debris collection and removal shall be accomplished weekly from April 15th through November 30th annually. All trash, debris, dead or unsightly flowers and fallen tree limbs shall be removed from the Long Island National Cemetery a minimum of once per week.
- (ii) Dumpster placement areas are not available at the cemetery. The Contractor shall provide all labor, equipment and transportation necessary for the collection, removal and disposal of trash & debris with each scheduled grounds clean-up.
- (iii) Removal of debris and disposal away from the cemetery grounds shall be the responsibility of the Contractor.
- (iv) Trash & Debris collection shall be accomplished weekly throughout the stated time frame except when delayed by the onset of severe weather conditions (i.e., heavy rain). The Contractor shall schedule removal work accordingly. The Contractor shall inspect all areas of the cemetery during this period and ensure that there is no accumulation of debris in any area.

**A.4.3 FALL / WINTER / EARLY SPRING LEAF CLEANUP & REMOVAL**

- (i) Due to the high number of deciduous shade trees throughout the cemetery property, there are a great number of leaves that need to be cleaned up and removed from the cemetery throughout the fall and early winter and possibly into the early spring.
- (ii) Beginning weekly October 15<sup>th</sup> through December 30<sup>th</sup>, the Contractor will remove all leaves from the cemetery. Leaves will be hand raked, vacuumed, or blown by backpack style blower or a walk-behind push type machine from all turf areas and along cemetery fence lines onto the roadways and then collected and properly disposed of from the cemetery grounds and the immediate area outside the cemetery. Also, any accumulation of mulched leaves on the turf shall be removed from the cemetery. Windrows and piles of leaves in the developed land that have been accumulated due to the Contractors leaf removal operation - particularly on turf or along roads, plazas and walks shall be removed within three (3) hours of their formation. The Contractor shall remove all leaves that have fallen on turf, roads, walks, shrub beds, plazas and the areas behind the lodge along the cemetery wall - and in the gutters of all buildings and the areas between the buildings. Equipment and vehicles weighing over 6,000 lbs. (2721.55 kg) will not be permitted on the turf for leaf removal - unless done so at the discretion of the COTR.
- (iii) Leaf removal at Long Island National Cemetery includes all areas within the cemetery property lines and cemetery perimeters bordering Wellwood Ave. to the West, Little East Neck Road to the East and Colonial Springs Road to the North.
- (iv) As leaves on certain cemetery trees (particularly Oaks) may not begin to be dropped or fall until during the winter months after December 30th, the Contractor will

schedule a final weekly leaf removal beginning March 15<sup>th</sup> to remove all remaining leaves before the beginning of the upcoming mowing season.

## A.5 CONTRACT MANAGEMENT

- (a) Representatives of the Contracting Officer: The VA Contracting Officer shall designate one (or more) representatives to serve as the Contracting Officer's Technical Representative (COTR) to act for him/her in furnishing technical guidance and advice or generally directing the work to be performed under the contract. Such designation shall be in writing and shall define the scope and limitations of the COTR's authority. A copy of the designation(s) shall be furnished to the Contractor at time of award.
- (b) The COTR may direct and arrange the Contractor's work schedule in specific areas of the cemetery to coordinate with daily cemetery activities and operations. Duties and responsibilities of the COTR include day-to-day monitoring of the contract as follows:
  - (i) Providing contract oversight and technical guidance to the Contractor.
  - (ii) Placing orders for services.
  - (iii) Verification / certification of payments to the Contractor for services rendered.
  - (iv) Assuring that any changes effecting work involved, price, terms and/or conditions under the contract are not implemented before written authorization is issued by the Contracting Officer.
- (c) All administrative contract functions are the responsibility of the VA Contracting Officer. Any modifications to the contract, including those involving no-cost changes, increases and decreases in cost or level of services provided, termination or extension of the contract (in part or in whole) and decisions concerning claims or disputes, must be authorized in writing by the Government Contracting Officer.
- (d) Site Manager: The Contractor shall provide a "Site Manager" who shall be on-site at all times during contract performance. The Site Manager shall be responsible for the following:
  - (i) Directing, overseeing and coordinating the work involved.
  - (ii) Staying abreast of all upcoming cemetery functions including special holiday events and interment activities.
  - (iii) Ensuring that contract work does not cause any committal service, ceremony, procession or visitation to be delayed, altered, or otherwise impacted in such a way that the dignity, security, or safety of the event or visit is compromised.
- (e) The Site Manager shall re-direct work throughout the rest of the Cemetery – so that productive use of labor and equipment is assured, and downtime is avoided. If the Contractor fails to re-direct employees away from an event in a timely fashion, the COTR may then do so.
- (f) Communication & Coordination of Work with COTR: Communication with the COTR (or designee) is strongly encouraged. Burial activities at NCA shall take precedence over contract work activities. Work activity and noise cannot disturb Burial Services. Trucks and workmen are prohibited from passing through the service area during this period.

Note: To cause the least possible interference with cemetery activities, contract personnel shall stop (cease) all work in areas where burials are taking place. As a general "rule-of-thumb", work should not take place within 1,000 feet of an ongoing committal service or ceremony. Cemetery personnel will notify the Contractor in advance of any scheduled burial services.

- (g) Notwithstanding the Contractors responsibility for total management during the performance of this contract, the administration of the contract shall 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 COTR.

## A.6 INSPECTION & MONITORING PROCEDURES

- (a) A record keeping system of Contractor work performance shall be established and implemented by the VA COTR for the services involved. The COTR shall inspect all work performed and submitted by the Contractor for acceptance as provided in Attachment - A (Work Summary Progress Report). The Government reserves the right to reject all work that does not meet contract specifications. Work rejected by the COTR shall be re-performed without cost to the Government.
- (b) Payment: The Contractor shall submit a monthly invoice in arrears for all services rendered. Prior to certification of payment, invoices shall be verified by the COTR for accuracy against all Weekly Progress Reports submitted by the Contractor for the billing period.
- (c) Federal Holidays: All work required under this contract shall be performed during normal cemetery hours of operation. With the exception of Memorial Day and Veterans Day, work is normally not conducted on Federal holidays. The following is a list of all Federal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

## A.7 CONTRACTOR RESPONSIBILITIES

- (a) The Contractor shall be aware of the intensive labor and equipment requirements needed to meet contract specifications. Inclement weather - other than prolonged excessive rainfall, shall not be considered an excusable delay in meeting specifications. The government expects the Contractor to work throughout all weather conditions and to apply additional labor and equipment as necessary to meet deadlines.
- (b) The Contractor is responsible for taking all precautions to prevent damage to the cemetery, in any manner, including headstones, markers, monuments, flower bases, trees and other structures during maintenance operations. The Contractor shall be charged current replacement costs for headstones, markers and other cemetery structures or property damaged because of actions by the Contractor and/or its personnel.

- (c) Cooperation with other Contractors: The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with other Contractors and with Government employees.
- (d) More than one Contractor may have access to storage areas designated by the COTR. The government is not responsible for any costs associate with repairing or replacing Contractor(s) property while on cemetery property.
- (e) The Contractor shall not operate trucks, tractors, or other heavy equipment on any turf areas except as provided in this contract or as authorized by the COTR. The Contractor shall be responsible for repairing turf damage caused by the Contractor regardless of weather conditions, and at no additional cost to the government.
- (f) The Contractor shall provide adequate safety warning devices, barricades and cover boards, etc., at all work sites to eliminate hazards from public visitors and cemetery employees at no cost to the government.
- (g) At the end of each day, the Contractor shall remove all debris from the cemetery site. At all times rubbish and trash generated by the Contractor shall be kept clear of vehicular and pedestrian traffic throughout the site. The government shall not provide receptacles for the disposal of debris related to this contract.
- (h) The Contractor shall possess and maintain all necessary insurance, licenses and permits required for contract performance. Contractor is 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 New York.
- (i) Reporting "on-the-job" Injuries: The Contractor is required to report all "on-the-job" injuries incurred by the Contractor, its agents or employees, resulting from performance of this contract. Contractor shall notify the COTR (either orally or via telephone) within twenty-four (24) hours of the injury and provide details and exact location of the incident. This shall be followed up by a written notice to the COTR. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

## **A.8 STANDARDS OF EMPLOYEE CONDUCT**

Contractor and Contractor personnel are required to adhere to the following standards of dress and conduct while performing work in the Long Island National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C. Section 218. Contractor and Contractor Personnel --

- (a) Shall be fully clothed at all times, to include long slacks or pants and shirt, buttoned up from neck to waist. Clothing shall be clean each day. Any soiled clothing should be cemetery work-related that day. T-shirts and/or tank tops as outer garments are prohibited. Shoes/boots shall have no holes or loose soles. Steel-toed shoes shall be required in accordance with OSHA. Contractor employees shall maintain personal hygiene.
- (b) Shall not engage in loud or boisterous behavior or use profane or abusive language and show proper reverence during committal service.



- (c) Shall not eat or drink beverages except water or non-alcoholic drinks while in the work area or in site of committal shelter during a service. Use of intoxicating beverages and/or drugs is strictly prohibited.
- (d) Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools, equipment or other items shall be placed or leaned on headstones or monuments.
- (e) SMOKING is not permitted in any buildings within the National Cemetery. This restriction includes offices, restrooms, stairwells, entrances, exits or any other public area.
- (f) Use of Cemetery Facilities: The Government shall not be responsible for any loss, damage, or theft of Contractor items, nor shall free telephone service be provided. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Department of Veterans Affairs' facilities used by Contractor's employees.
- (g) The Government shall not provide the Contractor with any fuel storage, equipment or telephones. If available, electric and/or utilities at the designated work and storage areas may be provided for purposes of contract performance only. The Contractor shall take adequate safety precautions to prevent hazardous product spills, fire hazards, odors and unsanitary conditions.
- (h) The Contractor is responsible for safely handling any chemicals, pesticides, herbicides, cleaning solutions, etc. in accordance with manufacturers recommendations. An MSDS (Material Safety Data Sheet) is required for all chemicals, pesticides, herbicides and cleaning solutions.

## **A.9 SUPERVISION & TRAINING**

- (a) The Contractor shall be responsible for maintaining satisfactory standards of personnel conduct and work performance and shall administer disciplinary action as required.
- (b) The Contractor shall remove employees for cause, to include, but not limited to, misconduct in performance of duty under these specifications and/or conduct contrary to the best interests of the Government.
- (c) The Contractor is responsible for safety / precaution training of Contractor employees performing work under the contract. OSHA standards shall be observed by the Contractor in all work performed. Appropriate safety equipment shall be furnished by the Contractor to Contractor personnel and shall be used as prescribed by OSHA standards, including hard hats, safety shoes, safety glasses, and hearing protection devices.

**(End of Section A - Description / Specifications / Work Statement)**

**ATTACHMENT - A**

<b>WORK SUMMARY &amp; PROGRESS REPORT</b>		Period Covered:	From: _____	To: _____
Cemetery Location:  LONG ISLAND NATIONAL CEMETERY		Contractor: _____ _____ _____ _____		
<u>Project Title:</u> Mowing & Trash / Debris Removal Services				
<u>Contract No:</u> _____				
<u>Inspection / Acceptance.</u> The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights— <ol style="list-style-type: none"> <li>1. Within a reasonable time after the defect was discovered or should have been discovered; and</li> <li>2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.</li> </ol>				

**Work Completed & Submitted for Acceptance**  
*(This form is not to be used as an Invoice)*

**Lawn Maintenance (Mowing, Trimming & Debris Removal)**

	Mow Cycle & Debris Removal: Mow 275 acres of turf on a seven (7) day cycle to include removal of all debris and grass clippings. Clean all sidewalks, driveways and parking areas.	Quantity / Unit:	► _____ / Job
		Date Completed:	_____

Report below any circumstances which may have adversely affected work progress such as weather, turf conditions, strikes, delays by the Government, etc.

_____ _____ _____ _____ _____ _____ _____ _____			
Signature of Contractor:	Date Signed	Signature of Cemetery Director / COTR	Date Signed
_____	_____	_____	_____
Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.			

*Duplicate Form as Necessary*

## SECTION E - SOLICITATION PROVISIONS

### 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.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

## **E.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

## **E.3 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Hand-Carried Address:

Department of Veterans Affairs  
National Cemetery Administration  
75 Barrett Heights Rd. Suite 309

Stafford VA 22556

Mailing Address:

Department of Veterans Affairs  
National Cemetery Administration  
75 Barrett Heights Rd. Suite 309

Stafford VA 22556

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

**E.4 804.1102 VERIFICATION OF STATUS OF APPARENTLY SUCCESSFUL OFFEROR (OCT 2010) (DEVIATION)**

(a) The apparently successful offeror, unless currently listed as verified in the Vendor Information Pages (VIP) at: [www.vetbiz.gov](http://www.vetbiz.gov) database, shall submit to Department of Veteran Affairs' (VA) Center for Veterans Enterprise (CVE) within five business days of receipt of written notice of its status as the apparently successful offeror, a verification application in accordance with 38 Code of Federal Regulations (CFR) Part 74 with such reasonably adequate documentary material, as necessary, establishing as follows:

(1) The owner or owners of 51 percent or more of the offeror is/are service- disabled Veteran(s), Veteran(s), or an eligible surviving spouse thereof, as applicable, for the instant acquisition. In this regard, the apparently successful offeror shall submit a VA Form 0877 to CVE via VA's VIP at: [www.vetbiz.gov](http://www.vetbiz.gov), internet site. This confidential and secure electronic application will enable CVE to inform the CO of the service-disabled Veteran or Veteran status of the owner(s) of the offeror without the CO having to receive and secure confidential individually identifiable information or personal health care information on this topic.

(2) Eligible parties own 51 percent or more of the concern (see 38 CFR 74.3). Adequate documentation can include copies of official stock certificates, articles of incorporation, partnership agreement, operating agreement, or other similar documentation which reasonably demonstrates the percentage of ownership by eligible parties; and

(3) Eligible parties control the concern (See 38 CFR 74.4). Control includes both the strategic policy setting exercised, for example, by boards of directors, and the day-to-day management and administration of business operations. Adequate documentation should include articles of incorporation, corporate by-laws, partnership agreement, operating agreement, resumes, disclosure of any other current employment, or other relevant documentation, as applicable, which demonstrates control of the strategic and day-to-day management of the offeror by eligible parties, as applicable.

(b) CVE will examine the business documents to determine if they establish appropriate ownership and control of the business from which an offer has been received. Within 21 business days, CVE shall determine whether the firm can or cannot be verified as a SDVOSB or VOSB, as appropriate, and issue its decision thereon to the vendor in accordance with 38 CFR 74.11(e) and to the CO. The CO will use CVE's decision in making the source selection decision.

(c) If a competing vendor raises a status protest prior to CVE's completion of its verification examination, the CO may rely on the status protest decision when issued.

(d) This deviation will expire December 31, 2011. Thereafter, in accordance with VAAR 804.1102, COs shall only make awards to SDVOSBs or VOSBs which are listed as verified in VIP at: [www.vetbiz.gov](http://www.vetbiz.gov).

(End of Provision)

**E.5 852.211-72 TECHNICAL INDUSTRY STANDARDS (JAN 2008)**

The supplies or equipment required by this invitation for bid or request for proposal must conform to the standards of the Department of Veterans Affairs and the National Cemetery Administration as to as indicated in the Statement of Work. The successful bidder or offeror will be required to submit proof that the item(s) he/she furnishes conforms to this requirement. This proof may be in the form of a label or seal affixed to the equipment or supplies, warranting that they have been tested in accordance with and conform to the specified standards. Proof may also be furnished in the form of a certificate from one of the above listed organizations certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

**E.6 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

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

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

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

(End of Provision)

**E.7 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director,

Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

Deputy Assistant Secretary for Acquisition and Logistics,  
Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

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

Director, Office of Construction and Facilities Management  
811 Vermont Avenue, N.W.  
Washington, DC 20420

52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-- REPRESENTATION AND CERTIFICATION	NOV 2011
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#### **E.8 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/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Provision)

52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
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(End of Addendum to 52.212-1)

#### **E.9 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

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

Technical Ability  
Past Performance  
Price  
Financial Responsibility

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

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

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

(End of Provision)

#### **E.10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (FEB 2012)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

"Forced or indentured child labor" means all work or service--

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

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



"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

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

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

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

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

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

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

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

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

"Women-owned small business concern" means a small business concern--

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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 (none).

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

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

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

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

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

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

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

(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 in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:\_\_\_\_\_]. Each WOSB concern 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 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)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns 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 to paragraphs (c)(8) and (9): 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:

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(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

(2) Affirmative Action Compliance. The offeror represents that--

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

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

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

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--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, 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 Act-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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, 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 Act--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 Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

_____
_____
_____

[List as necessary]

(3) Buy American Act--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 Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) 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)(4)(ii) of this provision, is a U.S.-made, 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 Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (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 Act 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 a central contractor registration database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

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

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations--(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran.

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

(2) Representation and Certification. 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; and

(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.

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

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

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

(End of Provision)