

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 8187-000012		PAGE 1 OF 104	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA786-17-R-0154	
						6. SOLICITATION ISSUE DATE 01-05-2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Eric Washington		b. TELEPHONE NO. (No Collect Calls) 540-658-7215		8. OFFER DUE DATE/LOCAL TIME 01-23-2017 1400-HR	
9. ISSUED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Road, Suite 309 Stafford VA 22556				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 562111 <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 38.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO Massachusetts National Cemetery Off Connery Avenue Bourne MA 02532				16. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Road, Suite 309 Stafford VA 22556			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY					
				Department of Veterans Affairs Financial Services Center P.O. Box 149971 www.tungsten-network.com/customer-campai AIRS/ TX 78714-8971			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <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 provide all supervision, labor, equipment, materials, and supplies necessary to provide Non-Hazardous Waste Collection Services at Massachusetts Cemetery . Please reference the SOW for all deliverables associated with this requirement. Site Visit: There will be one organized site visit: January 17, 2017 at 11:00AM EST. Contact the cemetery Director: John Spruyt regarding site visit 508-563-7113 Ext. 103 Proposals Due: 01-23-2017, NLT; 1400HR EST Questions must be emailed to eric.washington@va.gov by NLT: 01-13-2017, answers be post on https://www.fbo.gov/ Award will be made using FAR 15 Lowest Price Technically Acceptable (LPTA) SUBMIT PROPOSAL VIA VA eCMS VENDOR PORTAL WEBSITE AT HTTPS://WWW.VENDORPORTAL.ECMS.VA.GOV THIS IS A 100% SET ASIDE FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESSES (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA 818570100-2542 010070100 0129A1 2017						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<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 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) Eric D. Washington, Sr		31c. DATE SIGNED	

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B.1 CONTRACT ADMINISTRATION

All contract administration matters will be handled by the following:

CONTRACTOR:

GOVERNMENT:

Department of Veterans Affairs
National Cemetery Administration
Contracting Service (43C1)
75 Barrett Heights Road, Suite 309
Stafford, VA 22556

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

_____ [X] 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management

2. **INVOICES:**

- A. Invoices shall be submitted in arrears for cumulative work performed no more frequently than weekly within thirty (30) calendar days after the contractor has completed the work and the Government has accepted the items / services rendered.
- B. Invoices shall be submitted electronically.
- C. Contractors shall not invoice for single orders of a shipment. Shipments will be invoiced for the complete shipment when completed and accepted by the Government.
- D. Required Contents of Invoice: If any information below is missing from an invoice, the invoice shall be subject to being rejected and returned for revision.

- Contractor Information (Name, Complete Address, Telephone Number)
- Date of Invoice
- Unique Invoice Number
- Each invoice may be submitted only once. If the need exists to submit a corrected invoice, the original invoice number should be noted with "COR" added at the end of the invoice number on the revised invoice. Where possible, CORRECTED INVOICE shall be clearly noted
- Contract / Purchase Order Number (Only one contract / purchase order may be included on each invoice submitted)
- Shipment Number (If there is not enough space on an invoice, an attachment to the invoice shall list the Shipment Number(s))
- Cemetery Name
- Unit Cost
- Total Dollar Amount Invoiced
- Certificate of Conformance
 - This certifies that (Contractor's Name) furnished the above listed supplies or services called for by the above listed purchase order number in accordance with all applicable requirements. We further certify that the supplies or services are the quality specified and conform in all respects with the contract requirements.

3. **GOVERNMENT INVOICE ADDRESS:** All invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs
Financial Services Center (FSC)
P.O. Box 149971
Austin, Texas 78714

www.tungsten-network.com/customer-campaiAIRS/

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

The pre-award question and answer period commences on 01-05-2017 through 01-12-2017, at 1400 HR (EST). Email questions to
eric.washington@va.gov

5. **ACKNOWLEDGEMENT OF AMENDMENTS:**

The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as

follows:

<u>AMENDMENT NUMBER</u>	<u>DATE</u>

6. **MISSING PAGES:** It is the responsibility of the offeror to examine this solicitation to verify that he or she has received all pages. In addition, in compiling this package, some pages may have been duplicated. If the offeror feels that pages are missing or duplicated, the offeror is encouraged to contact the Contracting Officer at the telephone number shown in Block 7B, Standard Form 1449, Solicitation / Contract / Order for Commercial Items.
7. **ORDER PROCESSING SEQUENCE:** The Department of Veterans Affairs, National Cemetery Administration, Contracting Service (43C1), is the only activity authorized to issue orders under this contract.
8. **NOTICE TO PROSPECTIVE CONTRACTOR(S):** Prospective awardees **MUST** be registered with the System for Award Management (SAM) at <http://www.sam.gov> , **PRIOR TO AWARD** and through final payment, and must complete the Online Representations and Certifications Application (ORCA) at <http://www.sam.gov> prior to award and through final payment. **CONTRACT WILL NOT BE AWARDED UNTIL SAM REGISTRATION HAS BEEN COMPLETED.** This is a 100% SDVOSB set-aside. Therefore, prospective awardees **MUST** also be registered within the Vendor Information Pages (VIP) and the Verification Case Management System (VCMS) via www.vip.vetbiz.gov (VetBiz.Gov) **PRIOR TO AWARD. The Government reserves the right to request all potential contractors to be bond (Both performance and payment bonds).**

See attached document: VENDOR GUIDE.

SUPPLIES OR SERVICES & PRICES / COSTS

PRICE SCHEDULE: The Contractor shall furnish (F.O.B. Destination within consignee's premises) all personnel, equipment, supplies, materials, vehicles and other items / services necessary and incident to the provision **NON-HAZARDOUS WASTE (TRASH) COLLECTION & REMOVAL SERVICES** at the Massachusetts National Cemetery, Off Connery Avenue, Bourne, MA 02532. Services shall be provided on a "weekly scheduled" and "as needed / as requested" basis.

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 Massachusetts National Cemetery, YOU MUST CONTACT one of the following personnel to make arrangements:

John Spruyt, Cemetery Director..... (508) 563-7113
Theresa Souza, Program Assistant (508) 563-7113
FAX..... (508) 563-3702

Duration: The term of the contract is from January 2017 (or date of award – whichever is sooner) thru September 30, 2017 with four (4) one year renewal options.

Type of Contract: This is a firm-fixed price type contract for the supplies / services specified and effective for the period stated in the Schedule. The unit price is all-inclusive and covers complete trash removal per line item. Quantities of services specified in the Price Schedule are estimates only and are not purchased by this contract.

Rates: If the landfill used by the Contractor for disposal of waste / trash picked-up under this contract adjusts its tonnage fee for disposal, that fact shall not constitute the basis for an equitable price adjustment.

<u>Base Year: January 2017 or From Date of Award thru September 30, 2017</u>					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL EST COST</u>
<u>0001</u>	<u>One (1) 6 Cubic Yard front load Container (new / like new condition) to be placed within Massachusetts National Cemetery "Maintenance Facility Area". Monthly cost to include container rental and scheduled weekly removal (by Load / not Weight - estimated @ 52 total Loads per year)</u>	<u>MO</u>	<u>12</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>0002</u>	<u>Rental of one (1) 30 Cubic Yard Open Top Roll-off Dumpster (new / like new condition). To be placed within Massachusetts National Cemetery "Spoils Area"</u>	<u>MO</u>	<u>12</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>0003</u>	<u>Dump Fee: Roll-off, Dump & Return Service for 30 Cubic Yard Open Top Dumpster listed in CLIN 0002 above. Services to be provided on an "On-Call" as-needed basis</u>	<u>EA</u>	<u>12</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>0004</u>	<u>Landfill Tonnage Fee to empty Container in CLIN 0002 above (estimated @ 36 tons for Base Year Period)</u>	<u>TON</u>	<u>36</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>0005</u>	<u>Wreath Pick Up Haul: Provide & Haul 30 yd. roll off container for removal of Christmas wreaths from Wreaths Across America</u>	<u>2</u>	<u>EA</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>GRAND TOTAL ESTIMATED COST:</u>					<u>\$ _____</u>

<u>Option Year I: October 1, 2017 thru September 30, 2018</u>					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL EST COST</u>
<u>1001</u>	<u>One (1) 6 Cubic Yard front load Container (new / like new condition) to be placed within Massachusetts National Cemetery "Maintenance Facility Area". Monthly cost to include container rental and scheduled weekly removal (by Load / not Weight - estimated @ 52 total Loads per year).</u>	<u>MO</u>	<u>12</u>	\$ _____	\$ _____
<u>1002</u>	<u>Rental of one (1) 30 Cubic Yard Open Top Roll-off Dumpster (new / like new condition). To be placed within Massachusetts National Cemetery "Spoils Area".</u>	<u>MO</u>	<u>12</u>	\$ _____	\$ _____
<u>1003</u>	<u>Dump Fee: Roll-off, Dump & Return Service for 30 Cubic Yard Open Top Dumpster listed in CLIN 1002 above. Services to be provided on an "On-Call" as-needed basis.</u>	<u>EA</u>	<u>12</u>	\$ _____	\$ _____
<u>1004</u>	<u>Landfill Tonnage Fee to empty Container in CLIN 1002 above (estimated @ 36 tons per year).</u>	<u>TON</u>	<u>36</u>	\$ _____	\$ _____
<u>1005</u>	<u>Wreath Pick Up Haul: Provide & Haul 30 yd. roll off container for removal of Christmas wreaths from Wreaths Across America</u>	<u>2</u>	<u>EA</u>	\$ _____	\$ _____
		<u>GRAND TOTAL ESTIMATED COST:</u>			\$ _____

<u>Option Year II: October 1, 2018 thru September 30, 2019</u>					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL EST COST</u>
<u>2001</u>	<u>One (1) 6 Cubic Yard front load Container (new / like new condition) to be placed within Massachusetts National Cemetery "Maintenance Facility Area". Monthly cost to include container rental and scheduled weekly removal (by Load / not Weight - estimated @ 52 total Loads per year).</u>	<u>MO</u>	<u>12</u>	\$ _____	\$ _____
<u>2002</u>	<u>Rental of one (1) 30 Cubic Yard Open Top Roll-off Dumpster (new / like new condition). To be placed within Massachusetts National Cemetery "Spoils Area".</u>	<u>MO</u>	<u>12</u>	\$ _____	\$ _____
<u>2003</u>	<u>Dump Fee: Roll-off, Dump & Return Service for 30 Cubic Yard Open Top Dumpster listed in CLIN 2002 above. Services to be provided on an "On-Call" as-needed basis.</u>	<u>EA</u>	<u>12</u>	\$ _____	\$ _____
<u>2004</u>	<u>Landfill Tonnage Fee to empty Container in CLIN 2002 above (estimated @ 36 tons per year).</u>	<u>TON</u>	<u>36</u>	\$ _____	\$ _____
<u>2005</u>	<u>Wreath Pick Up Haul: Provide & Haul 30 yd. roll off container for removal of Christmas wreaths from Wreaths Across America</u>	<u>2</u>	<u>EA</u>	\$ _____	\$ _____
		<u>GRAND TOTAL ESTIMATED COST:</u>			\$ _____

<u>Option Year III: October 1, 2019 thru September 30, 2020</u>					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL EST COST</u>
<u>3001</u>	<u>One (1) 6 Cubic Yard front load Container (new / like new condition) to be placed within Massachusetts National Cemetery "Maintenance Facility Area". Monthly cost to include container rental and scheduled weekly removal (by Load / not Weight - estimated @ 52 total Loads per year).</u>	<u>MO</u>	<u>12</u>	\$ _____	\$ _____
<u>3002</u>	<u>Rental of one (1) 30 Cubic Yard Open Top Roll-off Dumpster (new / like new condition). To be placed within Massachusetts National Cemetery "Spoils Area".</u>	<u>MO</u>	<u>12</u>	\$ _____	\$ _____
<u>3003</u>	<u>Dump Fee: Roll-off, Dump & Return Service for 30 Cubic Yard Open Top Dumpster listed in CLIN 3002 above. Services to be provided on an "On-Call" as-needed basis.</u>	<u>EA</u>	<u>12</u>	\$ _____	\$ _____
<u>3004</u>	<u>Landfill Tonnage Fee to empty Container in CLIN 3002 above (estimated @ 36 tons per year).</u>	<u>TON</u>	<u>36</u>	\$ _____	\$ _____
<u>3005</u>	<u>Wreath Pick Up Haul: Provide & Haul 30 yd. roll off container for removal of Christmas wreaths from Wreaths Across America</u>	<u>2</u>	<u>EA</u>	\$ _____	\$ _____
		<u>GRAND TOTAL ESTIMATED COST:</u>			\$ _____

<u>Option Year IV: October 1, 2020 thru September 30, 2021</u>					
<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL EST COST</u>
<u>4001</u>	<u>One (1) 6 Cubic Yard front load Container (new / like new condition) to be placed within Massachusetts National Cemetery "Maintenance Facility Area". Monthly cost to include container rental and scheduled weekly removal (by Load / not Weight - estimated @ 52 total Loads per year).</u>	<u>MO</u>	<u>12</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>4002</u>	<u>Rental of one (1) 30 Cubic Yard Open Top Roll-off Dumpster (new / like new condition). To be placed within Massachusetts National Cemetery "Spoils Area".</u>	<u>MO</u>	<u>12</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>4003</u>	<u>Dump Fee: Roll-off, Dump & Return Service for 30 Cubic Yard Open Top Dumpster listed in CLIN 4002 above. Services to be provided on an "On-Call" as-needed basis.</u>	<u>EA</u>	<u>12</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>4004</u>	<u>Landfill Tonnage Fee to empty Container in CLIN 4002 above (estimated @ 36 tons per year).</u>	<u>TON</u>	<u>36</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>4005</u>	<u>Wreath Pick Up Haul: Provide & Haul 30 yd. roll off container for removal of Christmas wreaths from Wreaths Across America</u>	<u>2</u>	<u>EA</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>GRAND TOTAL ESTIMATED COST:</u>					<u>\$ _____</u>

(End of Price Schedule)

The place of performance for this requirement will be located at the following:

Massachusetts National Cemetery
Off Connery Avenue – Bourne, MA 02532
505-563-7113, Ext. 103

The Contractor shall coordinate with the Contracting Officer's Representative (COR) to ensure the proper performance / delivery of all contract deliverables:

Directory/COR: John Spruyt
Email: John.spruyt@va.gov
Phone: 508-563-7113, Ext. 103

DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

B.1 SCOPE

- (a) The Contractor shall provide **NON-HAZARDOUS WASTE (TRASH) COLLECTION & DISPOSAL SERVICES** to the **Massachusetts National Cemetery**, Off Connery Avenue, Bourne, MA 02532. Services shall be provided on a weekly "scheduled" and "as needed / as requested" basis.
- (b) The Contractor shall be responsible for the collection of and delivering non-hazardous waste to an approved, licensed, certified disposal area / landfill. Disposal shall be conducted in accordance with all legal requirements and in an environmentally safe manner.

B.2 SPECIFICATIONS

- (a) Dumpster Requirements: The Contractor shall provide factory new or newly refurbished (within the past three months and in a "like new" state of condition) dumpsters at the beginning of the contract period. The containers shall be compatible with the contractor(s) pickup equipment, shall be water tight, rodent proof and inherently fire proof. This will pertain to all contractor owned containers Each dumpster shall display the company name and contactor information. Dumpster requirements and are as follows:

<u>Description</u>	<u>Qty</u>	<u>Location</u>
<u>6 Cubic Yard front load Container</u>	<u>1</u>	<u>Maintenance Facility Area</u>
<u>30 Cubic Yard Open Top Roll-Off Dumpster</u>	<u>1</u>	<u>Cemetery Spoils Area</u>

- (b) Only non-hazardous items related to cemetery operations shall be placed in containers / dumpsters. Trash / waste shall consist of plastic or aluminum beverage containers, magazines, newspapers, mixed office paper; fresh & artificial floral arrangements, grave blankets, cafeteria waste, general office waste and food wrappings.

- (c) Dumpsters which become damaged due to handling and use shall be replaced at no cost to the Government. Damaged or unsightly dumpsters shall be replaced at the written request of the Contracting Officer or his/her Representative.
- (d) The Contractor shall be responsible for cleaning-up and disposing of all trash, garbage, and debris spilled from the dumpsters during the Contractor's pickup and disposal process.
- (e) Upon arriving at the cemetery, the contractor will report to the cemetery administration building. The contractor shall give the Contracting Officer's Technical Representative (COR) at least 24 hours advanced notice prior to arriving at the cemetery to perform work.
- (f) The contractor agrees to phase all work in such a manner as not to impact on or interfere with cemetery operations. The COR, at his discretion, may direct and arrange the contractor's performance in specific areas of the cemetery to ensure cemetery operations.
- (g) Scheduled Pickup: The contractor shall be responsible for weekly scheduled trash removal from a contractor furnished six (6) yard front load container to be located at the cemetery maintenance facility.
- (h) On-Call Pickup: The Contractor shall pickup and empty dumpsters, transport and dispose-of (off-site) non-hazardous waste (trash) from Massachusetts National Cemetery. Pickup and disposal services for the 30 Yard Open-top Container shall be provided on an On-Call (As Needed / As Requested) basis. Contractor has 24 - 48 hours upon notification by the COR that the thirty-yard container needs to be picked-up, emptied and replaced.
- (i) All work shall be performed between the hours of 7:45 am and 4:00 pm local time, Monday through Friday, excluding Federal holidays. Work performed during non-duty hours, weekends and holidays will be at the discretion of the COR.
- (j) In the event climate or weather conditions become unsuitable for work or may induce an environmental hazard, work shall be performed at the first available opportunity. Postponement due to climate or weather conditions shall not be cause for penalties to the Contractor nor additional cost to the Government.
- (k) All non-hazardous waste / trash shall be removed and disposal of off the Government premises. No on-site burning or disposal is allowed.
- (l) The Contractor is solely responsible for full compliance with all Federal, State, Local and all other applicable laws, policies, rules and regulations. In the event of a conflict of two or more regulations, the strictest of the regulations shall apply.
- (m) The Contractor shall be responsible for the provision of all permits, licenses, certifications, etc.
- (n) No recycling activities are included in this work.

B.3 EQUIPMENT AND GENERAL REQUIREMENTS

- (a) The Contractor shall provide and be responsible for all dumpster maintenance, labor supervision, equipment, handling, and transportation of waste.
- (b) The Contractor and COTR shall jointly determine suitable locations for the dumpsters to insure the locations do not interfere with Massachusetts National Cemetery operations and which maintain a clear access for the Contractor's collection vehicles.
- (c) All vehicles and materials handling equipment shall be equipped with OSHA approved back-up alarms.

B.4 INVOICE & PAYMENT

- (a) Payment shall be made monthly in arrears for all services rendered.
- (b) Invoices shall reference the appropriate purchase order number and submitted to the following address for processing:

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971
Austin, TX 78714-9971

B.5 WORK HOURS

- (a) Hours Of Operation: Waste / trash removal services shall be performed at Massachusetts National Cemetery during normal Hours of Operation - Monday through Friday, with the exception of National Holidays (see National Holiday schedule below), between the hours of 7:45 a.m. – 4:00 p.m. The Contractor may provide services during the weekends (Saturday & Sunday) with written authorization from the COTR.
- (b) National Holidays: Contract personnel shall not be required to work on the ten holidays observed by the Federal Government. Unless otherwise specified, when a holiday falls on a Sunday, the following Monday shall be the legal holiday as observed by the Federal Government. When a holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday. The ten holidays observed by the Federal Government are as follows:

<u>Holiday</u>	<u>Date</u>	<u>Month</u>
<u>New Years Day</u>	<u>1st</u>	<u>January</u>
<u>Martin Luther King Jr.'s Birthday</u>	<u>3rd Monday</u>	<u>January</u>

<u>President's Day</u>	<u>3rd Monday</u>	<u>February</u>
<u>Memorial Day</u>	<u>Last Monday</u>	<u>May</u>
<u>Independence Day</u>	<u>4th</u>	<u>July</u>
<u>Labor Day</u>	<u>1st Monday</u>	<u>September</u>
<u>Columbus Day</u>	<u>2nd Monday</u>	<u>October</u>
<u>Veterans Day</u>	<u>11th</u>	<u>November</u>
<u>Thanksgiving Day</u>	<u>4th Thursday</u>	<u>November</u>
<u>Christmas Day</u>	<u>25th</u>	<u>December</u>

Or any other day specifically declared by the President of the United States to be a National Holiday

B.6 COMPLIANCE WITH APPLICABLE FEDERAL STATE AND LOCAL REQUIREMENTS

In performing work under this contract, the Contractor shall comply with all relevant federal, state, and local statutes, ordinances, laws, and regulations.

B.7 INDEMNITY - ENVIRONMENTAL HEALTH AND SAFETY VIOLATIONS

- (a) Should the contractor, in the performance of work under this contract, fail to comply with the requirements of environmental permits, local laws or regulations, state laws or regulations, Federal laws or regulations, the Statement of Work and its Attachments and cause any environmental, health, or safety liability to be assessed against the Government, the Contractor agrees to indemnify the Government from this liability.
- (b) This requirement shall be placed in all subcontracts awarded by the contractor under this contract.
- (c) Contractor Reporting Requirements: The contractor will notify the Director, Massachusetts National Cemetery and COR, of any damage or loss of property in the performance of the services of this contract by no later than the following business day. The Director/COR will provide instructions for any required action the contractor should initiate or take.

B.8 REPRESENTATIVES OF THE CONTRACTING OFFICER

- (a) The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally supervises the work to be performed under the contract. Such designation shall be in writing and shall define the scope and limitations of designee's authority. A copy of the designation(s) shall be furnished to the Contractor at time of award.
- (b) The VA Contracting Officer shall delegate one (or more) representatives to serve as the Contracting Officer's Technical Representative (COR). The COR 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 COR 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.
- (v) All administrative functions remain with 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.

B.9 MISCELLANEOUS

(a) Safety

- (i) The Contractor must meet all safety requirements of Massachusetts National Cemetery's Safety Officer, Department of Veterans Affairs, OSHA, and the State of Massachusetts. It is incumbent upon the Contractor to be familiar with these requirements. "Safety" shall also include the Contractor having a safety representative who maintains regular and routine contact with the Safety Officer of Massachusetts National Cemetery.
- (ii) Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the Contractor to give advice and reasonable protection, safety, and warnings to persons and vehicular traffic within the area.
- (iii) Contractor shall demonstrate a clear understanding of, and sensitivity to, environmental issues and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.

(b) Reporting "On-The-Job" Injuries

- (i) 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.
- (ii) Contractor shall notify the COR (either orally or via telephone) within twenty-four (24) hours of the injury and provide details and exact location of the incident.
- (iii) This shall be followed up by a written notice to the COR. Any Contractor (including its agents and employees) that knowingly files a false claim may be criminally prosecuted.

(c) Responsibilities

- (i) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site.

(ii) Communication & Coordination of Work with COR: Communication with the COR is strongly encouraged. Burial activities at NCA shall take precedence over contract work activities. Work activity and noise cannot disturb Burial Services. Trucks and workers are prohibited from passing through the service area during this period.

(iii) Insurance, Licenses & Permits: 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 Massachusetts. The Contractor is responsible for repair and / or replacement of any damaged structures and / or other Government property.

(d) Contractor Personnel

The Contractor is responsible for:

(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.

(iv) Contractor 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 COR may then do so.

(v) The contractor will observe all traffic, parking, directional signs and regulations when using the cemetery's roadways. Vehicles shall not be driven off the paved roadways onto non-paved areas without first securing permission from the COR.

(e) Communication & Coordination of Work with COR

(i) Communication with the COR (or designee) is strongly encouraged.

(ii) Burial activities at the National Cemetery shall take precedence over contract work activities. Work activity and noise cannot disturb Burial Services.

(iii) 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.

(iv) 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 Contracting Officer's Technical Representatives.

(f) Personnel Appearance

- (i) Contractor personnel shall maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and work areas.
- (ii) Contractor personnel shall be fully clothed at all times, to include an upper garment to cover the body from the waist to neck and long pants or slacks. Contractor personnel must wear a uniform bearing the name of the Contractor, or by wearing badges bearing the Contractor's name and the employee's name in English.
- (iii) Other clothing, in question, shall require the COR written approval. No clothing shall be worn with inappropriate phrases, logos, words or images as determined by the COR.

(g) Personnel Conduct

- (i) Due to the sensitive mission of the cemetery, the work often requires contact with, and exposure to, grieving individuals. Contractor personnel must exercise and exhibit absolute decorum, composure and stability at all times.
- (ii) The Contractor employees shall behave with appropriate courtesy and respect while within the Cemetery or at its perimeter or entrances. Shouting, cursing, angry outbursts, sleeping, intoxication, and violence or criminal acts of any kind shall not be tolerated - and is cause for immediate removal from the Cemetery.
- (iii) National cemeteries are National shrines; contractor personnel appearance and conduct shall be professional and unobtrusive at all times. Questions from cemetery visitors shall be politely referred or directed to cemetery personnel.

(End of Work Statement)

SECTION C - CONTRACT CLAUSES

C.1 DIGNITY CLAUSE

Every action by contractor personnel at a National Cemetery must be performed with the special care, reverence, dignity, and respect that will acknowledge the cemetery as the final resting place that commemorates the service and sacrifice those service members, Veterans, and their families made for our Nation. Critically important is the awareness required of the Contractor's employees of the remains buried in the grounds where the work is performed. The utmost care must be given to these remains and the headstones and flat grave markers that mark those gravesites and memorialize the service of individuals.

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

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of

termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of Clause)

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

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

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

C.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Clause)

C.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUL 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management

and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

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

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

<u>Line Item No</u>	<u>Country of Origin</u>

[List as necessary]

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

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

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

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

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

<u>Line Item No.</u>	<u>Country of Origin</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

[List as necessary]

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

Other Foreign End Products:

<u>Line Item No.</u>	<u>Country of Origin</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

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

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

<u>Line Item No.</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products:

<u>Line Item No.</u>	<u>Country of Origin</u>
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

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

☐ Name and TIN of common parent:

 Name _____.

 TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) Representation. The Offeror represents that—

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

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

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

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

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”).

Predecessor legal name: _____.

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
<u>52.203-3</u>	<u>GRATUITIES</u>	<u>APR 1984</u>
<u>52.203-17</u>	<u>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF</u>	<u>APR 2014</u>

<u>52.204-4</u>	<u>WHISTLEBLOWER RIGHTS PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER</u>	<u>MAY 2011</u>
<u>52.204-9</u>	<u>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL</u>	<u>JAN 2011</u>
<u>52.204-13</u>	<u>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</u>	<u>JUL 2013</u>
<u>52.204-18</u>	<u>COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE</u>	<u>JUL 2016</u>
<u>52.207-3</u>	<u>RIGHT OF FIRST REFUSAL OF EMPLOYMENT</u>	<u>MAY 2006</u>

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

C.6 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
<u>52.223-2</u>	<u>AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS</u>	<u>SEP 2013</u>

C.7 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if—

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government; or

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer.

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of Clause)

C.8 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

C.9 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

(c) Automobile liability: \$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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
<u>52.228-16</u>	<u>PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION</u>	<u>NOV 2006</u>
<u>52.232-18</u>	<u>AVAILABILITY OF FUNDS</u>	<u>APR 1984</u>
<u>52.232-40</u>	<u>PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS</u>	<u>DEC 2013</u>
<u>52.236-14</u>	<u>AVAILABILITY AND USE OF UTILITY SERVICES</u>	<u>APR 1984</u>
<u>52.237-2</u>	<u>PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION</u>	<u>APR 1984</u>
<u>52.237-3</u>	<u>CONTINUITY OF SERVICES</u>	<u>JAN 1991</u>
<u>52.242-13</u>	<u>BANKRUPTCY</u>	<u>JUL 1995</u>
<u>52.242-14</u>	<u>SUSPENSION OF WORK</u>	<u>APR 1984</u>
<u>52.242-15</u>	<u>STOP-WORK ORDER</u>	<u>AUG 1989</u>
<u>52.246-4</u>	<u>INSPECTION OF SERVICES—FIXED-PRICE</u>	<u>AUG 1996</u>
<u>852.228-70</u>	<u>BOND PREMIUM ADJUSTMENT</u>	<u>JAN 2008</u>
<u>852.273-70</u>	<u>LATE OFFERS</u>	<u>JAN 2003</u>

C.10 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

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

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

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

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

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

(End of Clause)

C.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to

extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.12 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

C.13 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes **FAR 52.219-6 Notice of Total Small Business Set-Aside**, VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside and VAAR 852.219-11 VA Notice of Total Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance

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

C.14 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, 2016. 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, 2016, 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.15 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.16 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.17 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.18 VAAR 852.219-11 VA NOTICE OF TOTAL VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "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 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 veterans;

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

(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) "Veteran" is defined in 38 U.S.C. 101(2).

(b) General. (1) Offers are solicited only from veteran-owned small business concerns. All service-disabled veteran-owned small businesses are also determined to be veteran-owned small businesses if they meet the criteria identified in paragraph (a)(1) of this section. Offers received from concerns that are not veteran-owned small business concerns shall not be considered.

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

(c) Agreement. A 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 veteran-owned small business concerns;

(2) Supplies (other than acquisition from a non-manufacturer 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 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 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 veteran-owned small business concerns.

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

(1) At least one member of the joint venture is a veteran-owned small business concern, and makes the following representations: That it is a veteran-owned small business concern, and that it is a small business concern under the 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;

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

(4) The joint venture meets the requirements of 13 CFR 125.15(b), except that the principal company may be a veteran-owned small business concern or a service-disabled veteran-owned small business concern.

(e) Any 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.19 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.20 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 Washington. 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)

(End of Addendum to 52.212-4)

C.21 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

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

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

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

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

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

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

☐ (10) [Reserved]

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

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

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

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

☐ (13) [Reserved]

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

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

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

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

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

☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).

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

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

☐ (iv) Alternate III (OCT 2015) of 52.219-9.

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

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

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

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

☐ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☐ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 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.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

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

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

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

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

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

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

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

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

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

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

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

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

☐ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (48) 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).

☐ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
<u>Laborer, Grounds Maintenance</u>	<u>WG3-1: \$18.32</u>
<u>Laborer, Grounds Maintenance</u>	<u>WG3-3: \$19.86</u>
<u>Laborer, Grounds Maintenance</u>	<u>WG3-5: \$21.39</u>

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

☒ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

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

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

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENT A - U.S. DEPARTMENT OF LABOR WAGE DETERMINATION (SERVICE CONTRACT ACT)

WD 05-2563 (Rev.-19) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210
	Wage Determination No.: 2005-2563
Daniel W. Simms	Division of
Director	Wage Determinations
	Revision No.: 19
	Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts .

State: Massachusetts, Barnstable County

Area: Bourne, MA

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
<u>01000 - Administrative Support And Clerical Occupations</u>		
01011 - Accounting Clerk I		15.56
01012 - Accounting Clerk II		17.47
01013 - Accounting Clerk III		19.54
01020 - Administrative Assistant		23.72
01040 - Court Reporter		19.01
01051 - Data Entry Operator I		14.37
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		22.39
01070 - Document Preparation Clerk		13.60
01090 - Duplicating Machine Operator		13.60
01111 - General Clerk I		12.68
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		13.25
01191 - Order Clerk I		15.29
01192 - Order Clerk II		16.10
01261 - Personnel Assistant (Employment) I		16.87
01262 - Personnel Assistant (Employment) II		18.88
01263 - Personnel Assistant (Employment) III		21.05
01270 - Production Control Clerk		21.10
01280 - Receptionist		14.47
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81
01320 - Service Order Dispatcher		17.13

01410 - Supply Technician	23.37
01420 - Survey Worker	19.01
01531 - Travel Clerk I	13.96
01532 - Travel Clerk II	15.00
01533 - Travel Clerk III	16.08
01611 - Word Processor I	17.01
01612 - Word Processor II	19.09
01613 - Word Processor III	21.35
<u>05000 - Automotive Service Occupations</u>	
05005 - Automobile Body Repairer, Fiberglass	23.34
05010 - Automotive Electrician	22.06
05040 - Automotive Glass Installer	21.36
05070 - Automotive Worker	21.36
05110 - Mobile Equipment Servicer	19.93
05130 - Motor Equipment Metal Mechanic	22.82
05160 - Motor Equipment Metal Worker	21.36
05190 - Motor Vehicle Mechanic	22.78
05220 - Motor Vehicle Mechanic Helper	19.20
05250 - Motor Vehicle Upholstery Worker	20.65
05280 - Motor Vehicle Wrecker	21.36
05310 - Painter, Automotive	22.06
05340 - Radiator Repair Specialist	21.36
05370 - Tire Repairer	16.61
05400 - Transmission Repair Specialist	22.82
<u>07000 - Food Preparation And Service Occupations</u>	
07010 - Baker	15.16
07041 - Cook I	14.37
07042 - Cook II	15.75
07070 - Dishwasher	9.68
07130 - Food Service Worker	11.19
07210 - Meat Cutter	21.24
07260 - Waiter/Waitress	13.40

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter	22.11
09040 - Furniture Handler	17.88
09080 - Furniture Refinisher	22.11
09090 - Furniture Refinisher Helper	19.16
09110 - Furniture Repairer, Minor	20.52
09130 - Upholsterer	22.11

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles	11.98
11060 - Elevator Operator	11.98
11090 - Gardener	18.28
11122 - Housekeeping Aide	14.53
11150 - Janitor	15.32
11210 - Laborer, Grounds Maintenance	15.07
11240 - Maid or Houseman	11.48
11260 - Pruner	13.84
11270 - Tractor Operator	17.18
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	16.44

12000 - Health Occupations

12010 - Ambulance Driver	20.83
12011 - Breath Alcohol Technician	20.83
12012 - Certified Occupational Therapist Assistant	24.67
12015 - Certified Physical Therapist Assistant	23.12
12020 - Dental Assistant	18.72
12025 - Dental Hygienist	45.08
12030 - EKG Technician	29.94
12035 - Electroneurodiagnostic Technologist	29.94
12040 - Emergency Medical Technician	20.83
12071 - Licensed Practical Nurse I	18.57
12072 - Licensed Practical Nurse II	20.78
12073 - Licensed Practical Nurse III	23.17

12100 - Medical Assistant	16.54
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	16.33
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	19.77
12210 - Nuclear Medicine Technologist	39.01
12221 - Nursing Assistant I	12.06
12222 - Nursing Assistant II	13.58
12223 - Nursing Assistant III	14.80
12224 - Nursing Assistant IV	16.61
12235 - Optical Dispenser	20.16
12236 - Optical Technician	18.57
12250 - Pharmacy Technician	18.96
12280 - Phlebotomist	16.61
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	29.46
12312 - Registered Nurse II	36.05
12313 - Registered Nurse II, Specialist	36.05
12314 - Registered Nurse III	43.61
12315 - Registered Nurse III, Anesthetist	43.61
12316 - Registered Nurse IV	52.28
12317 - Scheduler (Drug and Alcohol Testing)	25.80
<u>13000 - Information And Arts Occupations</u>	
13011 - Exhibits Specialist I	21.79
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	32.07
13041 - Illustrator I	21.79
13042 - Illustrator II	25.34
13043 - Illustrator III	31.00
13047 - Librarian	31.19
13050 - Library Aide/Clerk	13.60
13054 - Library Information Technology Systems	26.06

<u>Administrator</u>		
13058 - Library Technician		18.78
13061 - Media Specialist I		19.46
13062 - Media Specialist II		21.79
13063 - Media Specialist III		24.28
13071 - Photographer I		20.35
13072 - Photographer II		22.76
13073 - Photographer III		28.20
13074 - Photographer IV		34.50
13075 - Photographer V		41.74
13110 - Video Teleconference Technician		20.43
<u>14000 - Information Technology Occupations</u>		
14041 - Computer Operator I		18.22
14042 - Computer Operator II		20.39
14043 - Computer Operator III		22.73
14044 - Computer Operator IV		25.25
14045 - Computer Operator V		27.97
14071 - Computer Programmer I	(see 1)	24.47
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.22
14160 - Personal Computer Support Technician		25.25
<u>15000 - Instructional Occupations</u>		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.20
15020 - Aircrew Training Devices Instructor (Rated)		41.38
15030 - Air Crew Training Devices Instructor (Pilot)		49.60
15050 - Computer Based Training Specialist / Instructor		34.20
15060 - Educational Technologist		29.85

15070 - Flight Instructor (Pilot)	49.60
15080 - Graphic Artist	25.73
15090 - Technical Instructor	26.41
15095 - Technical Instructor/Course Developer	32.32
15110 - Test Proctor	21.33
15120 - Tutor	21.33
<u>16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations</u>	
16010 - Assembler	10.37
16030 - Counter Attendant	10.37
16040 - Dry Cleaner	13.07
16070 - Finisher, Flatwork, Machine	10.37
16090 - Presser, Hand	10.37
16110 - Presser, Machine, Drycleaning	10.37
16130 - Presser, Machine, Shirts	10.37
16160 - Presser, Machine, Wearing Apparel, Laundry	10.37
16190 - Sewing Machine Operator	13.99
16220 - Tailor	14.89
16250 - Washer, Machine	11.26
<u>19000 - Machine Tool Operation And Repair Occupations</u>	
19010 - Machine-Tool Operator (Tool Room)	26.06
19040 - Tool And Die Maker	29.25
<u>21000 - Materials Handling And Packing Occupations</u>	
21020 - Forklift Operator	19.87
21030 - Material Coordinator	21.10
21040 - Material Expediter	21.10
21050 - Material Handling Laborer	15.41
21071 - Order Filler	14.20
21080 - Production Line Worker (Food Processing)	19.87
21110 - Shipping Packer	18.13
21130 - Shipping/Receiving Clerk	18.13
21140 - Store Worker I	15.40
21150 - Stock Clerk	19.42

21210 - Tools And Parts Attendant	19.87
21410 - Warehouse Specialist	19.87
<u>23000 - Mechanics And Maintenance And Repair Occupations</u>	
23010 - Aerospace Structural Welder	29.37
23021 - Aircraft Mechanic I	28.50
23022 - Aircraft Mechanic II	29.37
23023 - Aircraft Mechanic III	30.25
23040 - Aircraft Mechanic Helper	22.11
23050 - Aircraft, Painter	27.52
23060 - Aircraft Servicer	24.97
23080 - Aircraft Worker	26.38
23110 - Appliance Mechanic	24.65
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	31.68
23130 - Carpenter, Maintenance	27.65
23140 - Carpet Layer	24.79
23160 - Electrician, Maintenance	31.22
23181 - Electronics Technician Maintenance I	28.33
23182 - Electronics Technician Maintenance II	29.58
23183 - Electronics Technician Maintenance III	30.61
23260 - Fabric Worker	23.47
23290 - Fire Alarm System Mechanic	26.78
23310 - Fire Extinguisher Repairer	22.12
23311 - Fuel Distribution System Mechanic	26.30
23312 - Fuel Distribution System Operator	21.80
23370 - General Maintenance Worker	24.19
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	22.12
23392 - Gunsmith II	24.79
23393 - Gunsmith III	26.78

23410 - Heating, Ventilation And Air-Conditioning	27.43
<u>Mechanic</u>	
23411 - Heating, Ventilation And Air Contditioning	28.31
<u>Mechanic (Research Facility)</u>	
23430 - Heavy Equipment Mechanic	27.81
23440 - Heavy Equipment Operator	30.74
23460 - Instrument Mechanic	29.28
23465 - Laboratory/Shelter Mechanic	25.88
23470 - Laborer	14.21
23510 - Locksmith	25.88
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	24.25
23580 - Maintenance Trades Helper	20.79
23591 - Metrology Technician I	29.28
23592 - Metrology Technician II	30.22
23593 - Metrology Technician III	31.11
23640 - Millwright	27.73
23710 - Office Appliance Repairer	25.88
23760 - Painter, Maintenance	25.88
23790 - Pipefitter, Maintenance	29.77
23810 - Plumber, Maintenance	27.70
23820 - Pneudraulic Systems Mechanic	26.78
23850 - Rigger	26.78
23870 - Scale Mechanic	24.79
23890 - Sheet-Metal Worker, Maintenance	29.27
23910 - Small Engine Mechanic	24.79
23931 - Telecommunications Mechanic I	27.36
23932 - Telecommunications Mechanic II	28.21
23950 - Telephone Lineman	24.84
23960 - Welder, Combination, Maintenance	26.78
23965 - Well Driller	32.28
23970 - Woodcraft Worker	26.78

23980 - Woodworker	22.12
<u>24000 - Personal Needs Occupations</u>	
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	10.74
24620 - Family Readiness And Support Services	14.74
<u>Coordinator</u>	
24630 - Homemaker	19.55
<u>25000 - Plant And System Operations Occupations</u>	
25010 - Boiler Tender	26.38
25040 - Sewage Plant Operator	28.22
25070 - Stationary Engineer	26.38
25190 - Ventilation Equipment Tender	20.48
25210 - Water Treatment Plant Operator	28.22
<u>27000 - Protective Service Occupations</u>	
27004 - Alarm Monitor	22.98
27007 - Baggage Inspector	13.73
27008 - Corrections Officer	23.46
27010 - Court Security Officer	29.41
27030 - Detection Dog Handler	15.56
27040 - Detention Officer	23.51
27070 - Firefighter	31.09
27101 - Guard I	13.73
27102 - Guard II	22.54
27131 - Police Officer I	33.70
27132 - Police Officer II	37.44
<u>28000 - Recreation Occupations</u>	
28041 - Carnival Equipment Operator	12.43
28042 - Carnival Equipment Repairer	13.23
28043 - Carnival Equipment Worker	10.26
28210 - Gate Attendant/Gate Tender	14.84
28310 - Lifeguard	12.47

28350 - Park Attendant (Aide)	16.01
28510 - Recreation Aide/Health Facility Attendant	11.98
28515 - Recreation Specialist	19.12
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	22.29
<u>29000 - Stevedoring/Longshoremen Occupational Services</u>	
29010 - Blocker And Bracer	29.78
29020 - Hatch Tender	29.78
29030 - Line Handler	29.78
29041 - Stevedore I	28.19
29042 - Stevedore II	31.09
<u>30000 - Technical Occupations</u>	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.17
30011 - Air Traffic Control Specialist, Station (HFO)	26.32
30012 - Air Traffic Control Specialist, Terminal (HFO)	28.99
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.19
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	28.02
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	28.91
30210 - Laboratory Technician	27.78

30240 - Mathematical Technician	30.86
30361 - Paralegal/Legal Assistant I	22.87
30362 - Paralegal/Legal Assistant II	28.34
30363 - Paralegal/Legal Assistant III	33.72
30364 - Paralegal/Legal Assistant IV	41.93
30390 - Photo-Optics Technician	30.86
30461 - Technical Writer I	26.15
30462 - Technical Writer II	31.99
30463 - Technical Writer III	38.71
30491 - Unexploded Ordnance (UXO) Technician I	23.75
30492 - Unexploded Ordnance (UXO) Technician II	29.35
30493 - Unexploded Ordnance (UXO) Technician III	35.18
30494 - Unexploded (UXO) Safety Escort	24.26
30495 - Unexploded (UXO) Sweep Personnel	24.26
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.99
<u>Surface Programs</u>	
30621 - Weather Observer, Senior (see 2)	27.77
<u>31000 - Transportation/Mobile Equipment Operation Occupations</u>	
31020 - Bus Aide	15.18
31030 - Bus Driver	19.68
31043 - Driver Courier	17.32
31260 - Parking and Lot Attendant	11.22
31290 - Shuttle Bus Driver	18.43
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.43
31362 - Truckdriver, Medium	21.42
31363 - Truckdriver, Heavy	22.63
31364 - Truckdriver, Tractor-Trailer	22.63
<u>99000 - Miscellaneous Occupations</u>	
99030 - Cashier	12.32
99050 - Desk Clerk	10.88
99095 - Embalmer	28.38

99251 - Laboratory Animal Caretaker I	12.24
99252 - Laboratory Animal Caretaker II	13.02
99310 - Mortician	28.38
99410 - Pest Controller	19.07
99510 - Photofinishing Worker	14.16
99710 - Recycling Laborer	21.32
99711 - Recycling Specialist	24.48
99730 - Refuse Collector	19.73
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	15.61
99830 - Survey Party Chief	28.70
99831 - Surveying Aide	16.46
99832 - Surveying Technician	22.56
99840 - Vending Machine Attendant	18.44
99841 - Vending Machine Repairer	19.80
99842 - Vending Machine Repairer Helper	18.44

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}
When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

D.2 ATTACHMENT B – PAST PERFORMANCE QUESTIONNAIRE

SUBJECT: Past Performance Questionnaire for Solicitation Number VA786-17-R-0154, Non-Hazardous Waste & Collection Services, Massachusetts National Cemetery, at off Connery Avenue, Bourne, MA 02532

PAST PERFORMANCE INSTRUCTIONS

The National Cemetery Administration (NCA) Centralized Contracting Division (CCD), Stafford, VA has issued a solicitation to provide Grounds and Facility Maintenance Services for the Tahoma National Cemetery

Past performance information will be used to evaluate proposals received. Section A is to be completed by the offeror. Section A of the enclosed questionnaire lists the contractor who has identified your office as a source to evaluate their past performance. Section A also authorizes release of this information to NCA, CCD; Stafford, VA.

The offeror must provide this entire document to each of its assessors. The offeror shall only submit with its proposal (by the closing date of the Solicitation) copies of Section A of the questionnaire as provided to the assessors.

Section B in its entirety is to be completed by the assessor(s). An individual assessor knowledgeable of the contractor's quality of supplies and services rendered is requested to verify, complete the questionnaire, and submit to the Contracting Office. If evaluating more than one contract for the same contractor, use a separate questionnaire for each contract being evaluated.

Because this information is critical to the evaluation process, your time and effort in providing your assessment is greatly appreciated. The questionnaire should be completed as soon as possible but not later than 01-20-2017. Assessor is requested to send electronically to eric.washington@va.gov. Assessor: **Please do not send this information to the Offeror being evaluated.**

Thank you in advance for your cooperation and expeditious response to this request.

PAST PERFORMANCE QUESTIONNAIRE

SECTION A: Contractor Information *(to be completed by the contractor for who past performance information is being collected, prior to forwarding to assessors)*

<u>Solicitation Number</u>	
<u>Project/Requirement</u>	
<u>Customer/Agency</u>	

1. Prospective Government Contractor's Name:

2. Address:

3. Contractor Point of Contact:

4. Phone number (with area code):

5. Assessor Contract Award number:

6. Description of Services provided under contract:

7. Contract award date: _____ Contract Amount: Initial _____ Final _____

8. Period of Performance or Delivery Date: _____

ASSESSOR INFORMATION:

<u>Assessor Name</u>	
<u>Title</u>	
<u>Phone Number/Email</u> <u>Address</u>	

8. Authorization is hereby granted to provide the information requested in this questionnaire to National Cemetery Administration, Centralized Contracting Division, Stafford, VA, 22556

(Signature)

(Name and Title of Authorizing Official) (Date)

SECTION B: Assessors Information (to be completed by assessors.)**RATING SCALE: PAST PERFORMANCE RATINGS AND DEFINITIONS**

<u>EXCEPTIONAL (E)</u> <u>Risk Factor: Very Low.</u>	<u>Based on the Offeror's performance record, essentially no doubt exists that the Offeror will successfully perform the requirement. Past performance has met contractual requirements and has exceeded some of the respondent's benefit. Performance was accomplished with few minor problems for which corrective action(s) taken by the contractor were highly effective.</u>
<u>SATISFACTORY (S)</u> <u>Risk Factor: Moderate</u>	<u>Based on the Offeror's performance record, some doubt exists that the Offeror will successfully perform the required effort. Past performance has met contractual requirements. Contractual performance contains some minor problem(s) for which corrective action(s) taken by the contractor appear or where satisfactory.</u>
<u>UNSATISFACTORY (U)</u> <u>Risk Factor: Very High</u>	<u>Based on Offeror's performance record, extreme doubt exists that the Offeror will successfully perform the required effort. Past performance has not met most contractual requirements, and recovery did not occur or was not in a timely manner. Contractual performance contains serious problem(s) for which the contractor's corrective action(s) appear or were ineffective.</u>
<u>NEUTRAL (N)</u>	<u>Performance information not available or unknown. Will not rate favorably or Unfavorably.</u>

_____.

The questions on the survey (see below) shall be rated in accordance with the definitions provided in the Rating Scale. Any unsatisfactory or marginal rating shall be supplemented with an explanation in the space provided.

QUALITY OF SERVICE

1. Rate the contractor's compliance with contractual requirements. (E, VL) (S, M) (U, VH) (N)

2. Overall rating of contractor quality of service. (E, VL) (S, M) (U, VH) (N)

PLEASE PROVIDE RATIONALE FOR ASSIGNED RATING:

SCHEDULE

1. Delivery of service was within required time period specified by contract requirements. (E, VL) (S, M) (U, VH) (N)

2. Rate the contractor's ability to control cost and submit invoices.
Are invoices complete, accurate, and timely? (E, VL) (S, M) (U, VH) (N)

PLEASE PROVIDE RATIONALE FOR ASSIGNED RATING:

BUSINESS RELATIONS

1. Overall rating of contractor's business practices (e.g. maintaining a positive working relationship, business ethics, timely and effectively resolution of any problems, etc.)
(E, VL) (S, M) (U, VH) (N)

2. Rate the working relationship between contractor's management, and your company (i.e. contractor's history of reasonable and cooperative behavior, commitment of customer satisfaction; concern for the interest of the customer). (E, VL) (S, M) (U, VH) (N)

3. Rate the contractor's ability to submit required reports and/or invoices in a timely manner. (E, VL) (S, M) (U, VH) (N)

4. Rate the contractor's responsiveness to customer complaint resolution. (E, VL) (S, M) (U, VH) (N)

5. Overall rating of contractor's business relations. (E, VL) (S, M) (U, VH) (N)

PLEASE PROVIDE RATIONALE FOR ASSIGNED RATING:

How would you feel about awarding another contract to this contractor?

Would not hesitate to award another contract to this contractor.

Would most likely award another contract to this contractor.

_____ Would think twice about awarding another contract to this contractor, but would do so if no better alternative existed.

_____ Do not wish to award another contract to this contractor.

_____ Would not award another contract to this contractor.

PLEASE PROVIDE RATIONALE FOR ASSIGNED RATING:

1. Overall Rating of Contractor's performance (quality, schedule, business relations,) on contract being assessed.

2.

<u>Exceptional</u>	<u>Very Good</u>	<u>Satisfactory</u>	<u>Marginal</u>	<u>Unsatisfactory</u>

VII. General Comments:

ASSESSOR:

<i>Identify your role in the contract award or administration and the period of your involvement.</i>		
<u>✓</u>	<u>Role</u>	<u>Period of Involvement</u>
	<u>Contract Specialist/Contracting Officer</u>	
	<u>Technical Project Lead/Project Officer</u>	
	<u>OTHERS</u>	

(Signature) (Date)

(Typed or Printed Name) (Organization Name)

(Phone Number) (Organization)

D.3 ATTACHMENT C – BUSINESS MANAGEMENT QUESTIONNAIRE

INSTRUCTIONS: Offerors must identify previous federal, state, local government, and private contracts they have completed and that are similar to the contract being evaluated. (List at least three (3) no more than five (5) contracts for evaluation)

(One contract reference per form; Form may be duplicated)

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

Contract Number: _____

Contractor (Name, Address, Zip Code and Telephone# and email address):

Type of Contract: _____

Contract Dollar Value: _____

Date of Award: _____

(If not completed, provide status):

Type/Extent of Subcontracting:

Complexity of Product/Service:

Percentage of Work completed by your company:

Description of supply/Service(s) provided, location and relevancy of work:

Address, Telephone Number and E-mail of the Contract Person and their position:

Name of Bank:

Address:

Point of Contact:

Telephone:

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;

(10) **PAST PERFORMANCE** will be evaluated for Quality of Service, Schedule, Business relations with Customers, Management of Key Personnel, Safety, Problem Resolution, Invoice Accuracy, and Overall Performance of the company in this area. Utilizing the Past Performance Questionnaire, **offeror's shall provide three (3) references within the last three (3) years with accurate Point of Contact (POC) information, of similar or like type projects in scope, size, and pricing (e.g., Scope – the type of work this project is asking for, raise & realign flat markers, etc.; Size - approximately the number of each as this project is asking for; Price – approximately the same price or better as offeror's estimate for this project).** Offerors shall also provide the number of projects they are currently working on for NCA, with the corresponding Contracting Officer's name, telephone, and contract information. Referrals that are not like in type will be rated lower than referrals more closely related to this project. Experiences with prior cemetery work will be given greater consideration as well as contracts that are comparable in all three areas of pricing, size, and scope. Offerors are encouraged to submit referrals that specifically

address experiences with cemeteries, and the particular type of work/s specifically requested in this solicitation. Contact information provided with referrals must be reachable by telephone or email. The Government will not research contact numbers or emails. If a referral cannot be reached with the information provided, offeror will not get credit for that referral (e.g. wrong number, company does not exist, never heard of the project, phone disconnected, email address not recognized or undeliverable, etc.) At least three reachable references must be submitted. Additionally, the Government expects referrals to fall close to the Government's cost Estimate (IGCE) or the offeror's own estimate for the project. Referrals significantly below the IGCE or the offeror's own estimate will be considered non-responsive (e.g. if the IGCE or the offeror's bid is for \$500,000.00, the Government will not accept referrals for a project for \$30,000.00. That is too large of a gap and indicates that the offeror may not have the experience level or have completed a project of such a size to justify or warrant an increase of that magnitude. If the project is to raise/realign headstones, providing past performance regarding only cutting grass will not suffice. Offerors are to provide a list of the sub-contractors they commonly use on their projects. This is an evaluation item and you will get no credit in this area if this is not provided. Also offerors are to provide contact information on any active or pending assignment of claims or factoring agreements. The Government will use information submitted by the offeror and other additional sources such as Federal Agencies as well as commercial sources in order to access past performance. In addition, the Government will also validate past performance information by utilizing the Federal Government's Contractor Performance Assessment Reporting System (CPARS). Offerors are to demonstrate successful performance under contracts (ongoing or completed) which are similar in scope, magnitude, price, and complexity to the subject requirement. In cases where an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorable or unfavorable (neutral). This includes non-like referrals and referrals where contact information provided cannot be reached telephonically or by email.

CLIENT SATISFACTION: Those contact responses will be scored based on the client overall satisfaction with the project(s) identified in which the Prime has participated and will be weighted more heavily than project(s) participated in as a consultant, sub-contractor and/or individual. Contacts will be asked if the project(s) fulfills the requirements of the client(s) stated function, does the project require unexpected maintenance activity and have latent defects been found? Did the client experience "partnering" with the offeror to solve problems encountered during performance, contractor's attention to safety on the job site. Was the communication of schedule and problems issues adequate and consistent? Was there an established problem solving routine? Would the client recommend and/or consider the offeror again in future projects? What was the change order rate as a percentage to the total project cost (if any) for the most recent five projects complete? And were the changes owner or offeror generated and reasons for the change?; and

(11) Technical information shall include the following:

Sub-Factor 1 – Corporate Project Experience:

The offeror shall provide information on your company's capabilities; years in business; type and age of equipment to be used on the project; demonstrate corporate experience with no more than three (3) projects completed within the last five (5) years and/or similar in size and scope to this project as outlined in the solicitation specifically addressing projects you have completed that are similar to this request. In describing project experience, provide the following:

i. Project title, location, and a brief description

- ii. Project owner, name, telephone number of owner's contact person
- iii. Project's Prime contractor and major sub-contractors and name and telephone number of each contact person(s). NOTE: Each firm and managing person(s) (project manager/superintendent/foreman as the case may be) proposed for this project
- iv. Project start and completion dates (original vs. actual), reasons for any delays and/or change orders
- v. Experience in the proposed area industry market
- vi. List number of projects currently ongoing and of that number the number that may affect this proposal and there completion date(s). NOTE: location of head office, branch office(s) and location of person with authority to sign contractual documents.

Sub-Factor 2 – Project Personnel Experience:

The offeror shall demonstrate the specialized experience and technical competence of the key personnel who will be assigned to this project specifically addressing projects with an emphasis on working within a National Cemetery or similar location/venue. At a minimum, this shall include both the Project Manager and on-site superintendent/foreman. In describing this criteria, provide the following:

- i. Name of individual
- ii. Firm employed by and/or with
- iii. Company position and title
- iv. Years with the company
- v. Describe work experience with project(s) similar in scop
- vi. Indication of which, if any, project(s) submitted under Corporate experience above, the individual participated in and what the individuals responsibility while assigned to the project(s)
- vii. Position and/or responsibility that individual will hold in regards to the project team, description of duties and what percentage of the individual's time will be committed to this project. Describe educational background/experience, including degrees, certifications, etc. and granting institution
- viii. Experience of local market/conditions of key personnel assigned to the project

Sub-Factor 3 – Technical/Management Approach:

- i. The offeror shall demonstrate the following relevant to the subject project:
- ii. Project Delivery Philosophy including statements of commitment and conflict resolution
- iii. Offerors' Quality Assurance and Quality Control Programs/measurements
- iv. Capability to perform, including offeror's total bonding capacity, current available bonding capacity and projected available bonding capacity

Sub-Factor 4 – Scheduling/Phasing:

- i. The offeror shall demonstrate the following:
- ii. Approach for this project, including a proposed project work schedule in a time scaled bar graph format beginning with the Notice to Proceed and concluding with contract completion. All schedule items shall show, start date and completion date, specific tasks, labor man hours and cost for each schedule item with allotted time for weather, interments, and government holidays

- iii. **Provide a written narrative plan to demonstrate understanding of the safety and phasing requirements to include documentation of site-supervisor and/or foreman completion of 10 hour OSHA training**
- iv. **List subcontractors - their social economic status (i.e. Disabled Veteran, Veteran, Small, Large Business, etc.) - and percent of work they will perform; (iv) the surveyor/survey company you will be using**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item

descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

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

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

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

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

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

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

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

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

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

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

E.8 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

- a) The Government will award a Firm-Fixed price contract using the best value tradeoff approach resulting from this solicitation to the responsible offeror whose proposal is most advantageous to the Government regarding price and other factors considered. In addition, the Government intends to award without discussions. Therefore, the offeror's initial proposal should contain optimal terms from a price and technical standpoint.

The following factors listed in descending order of importance will be used to evaluate offers: (1) Past Performance, (2) Technical Qualifications; and (3) Price. Past Performance and Technical Capability when combined are 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 unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). Before the offeror'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.
- 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 actions to be taken by either party.

(End of Provision)

ADDENDUM TO FAR 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)**EVALUATION OF QUOTATIONS:**

Proposals will be evaluated based on the following factors listed as shown below:

Past Performance: Past Performance will be evaluated for Quality of Service, Schedule, Business relations with Customers, Management of Key Personnel, Safety, Problem Resolution, Invoice Accuracy, and Overall Performance of the company in this area. Utilizing the Past Performance Questionnaire, offeror's shall provide three (3) references within the last three (3) years **with accurate Point of Contact (POC) information, of similar or like type projects in scope, size, and pricing** (e.g., Scope – the type of work this project is asking for, raise & realign flat markers, etc.; Size - approximately the number of each as this project is asking for; Price – approximately the same price or better as offeror's estimate for this project). Offerors shall also provide the number of projects they are currently working on for NCA, with the corresponding Contracting Officer's name, telephone, and contract information. Referrals that are not like in type will be rated lower than referrals more closely related to this project. Experiences with prior cemetery work will be given greater consideration as well as contracts that are comparable in all three areas of pricing, size, and scope. Offerors are encouraged to submit referrals that specifically address experiences with cemeteries, and the particular type of work/s specifically requested in this solicitation. Contact information provided with referrals must be reachable by telephone or email. The Government will not research contact numbers or emails. If a referral cannot be reached with the information provided, offeror will not get credit for that referral (e.g. wrong number, company does not exist, never heard of the project, phone disconnected, email address not recognized or undeliverable, etc.) At least three reachable references must be submitted. Additionally, the Government expects referrals to fall close to the Government's cost Estimate (IGCE) or the offeror's own estimate for the project. Referrals significantly below the IGCE or the offeror's own estimate will be considered non-responsive. The Government will use information submitted by the offeror and other additional sources such as Federal Agencies as well as commercial sources in order to access past performance. In addition, the Government will also validate past performance information by utilizing the Federal Government's Contractor Performance Assessment Reporting System (CPARS). Offerors are to demonstrate successful performance under contracts (ongoing or completed) which are similar in scope, magnitude, price, and complexity to the subject requirement. In cases where an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorable or unfavorable (neutral). This includes non-like referrals and referrals where contact information provided cannot be reached telephonically or by email.

CLIENT SATISFACTION: Those contact responses will be scored based on the client overall satisfaction with the project(s) identified in which the Prime has participated and will be weighted more heavily than project(s) participated in as a consultant, sub-contractor and/or individual. Contacts will be asked if the project(s) fulfills the requirements of the client(s) stated function, does the project require unexpected maintenance activity and have latent defects been found? Did the client experience “partnering” with the offeror to solve problems encountered during performance, contractor’s attention to safety on the job site. Was the communication of schedule and problems issues adequate and consistent? Was there an established problem solving routine? Would the client recommend and/or consider the offeror again in future projects? What was the change order rate as a percentage to the total project cost (if any) for the most recent five projects complete? And were the changes owner or offeror generated and reasons for the change?

Technical Qualifications: Technical qualifications will be evaluated to determine the extent to which contractors demonstrate a clear understanding of all features involved in the performance of the requirements identified in the Statement of Work. The proposal should not simply restate the Government’s requirements, but it should describe, in detail, how the offeror intends to meet the requirements. In particular, offerors must provide information for the following sub-factors, which are weighted equally:

Sub-Factor 1 – Corporate Project Experience:

The offeror shall provide information on your company’s capabilities; years in business; type and age of equipment to be used on the project; demonstrate corporate experience with no more than three (3) projects completed within the last five (5) years and/or similar in size and scope to this project as outlined in the solicitation specifically addressing projects you have completed that are similar to this request. In describing project experience, provide the following:

- (i) Project title, location, and a brief description
- (ii) Project owner, name, telephone number of owner’s contact person
- (iii) Project’s Prime contractor and major sub-contractors and name and telephone number of each contact person(s). NOTE: Each firm and managing person(s) (project manager/superintendent/foreman as the case may be) proposed for this project
- (iv) Project start and completion dates (original vs. actual), reasons for any delays and/or change orders
- (v) Experience in the proposed area industry market
- (vi) List number of projects currently ongoing and of that number the number that may affect this proposal and there completion date(s). NOTE: location of head office, branch office(s) and location of person with authority to sign contractual documents.

•

Sub-Factor 2 – Project Personnel Experience:

The offeror shall demonstrate the specialized experience and technical competence of the key personnel who will be assigned to this project specifically addressing projects with an emphasis on working within a National Cemetery or similar location/venue. At a minimum, this shall include both the Project Manager and on-site superintendent/foreman. In describing this criteria, provide the following:

- (i) Name of individual
- (ii) Firm employed by and/or with
- (iii) Company position and title
- (iv) Years with the company
- (v) Describe work experience with project(s) similar in scope
- (vi) Indication of which, if any, project(s) submitted under Corporate experience above, the individual participated in and what the individuals responsibility while assigned to the project(s)
- (vii) Position and/or responsibility that individual will hold in regards to the project team, description of duties and what percentage of the individual's time will be committed to this project. Describe educational background/experience, including degrees, certifications, etc. and granting institution
- (viii) Experience of local market/conditions of key personnel assigned to the project

Sub-Factor 3 – Technical/Management Approach:

The offeror shall demonstrate the following relevant to the subject project:

- (i) Project Delivery Philosophy including statements of commitment and conflict resolution
- (ii) Offerors' Quality Assurance and Quality Control Programs/measurements
- (iii) Capability to perform, including offeror's total bonding capacity, current available bonding capacity and projected available bonding capacity

Sub-Factor 4 – Scheduling/Phasing:

The offeror shall demonstrate the following:

- (i) Approach for this project, including a proposed project work schedule in a time scaled bar graph format beginning with the Notice to Proceed and concluding with contract completion. All schedule items shall show, start date and completion date, specific tasks, labor man hours and cost for each schedule item with allotted time for weather, interments, and government holidays
- (ii) Provide a written narrative plan to demonstrate understanding of the safety and phasing requirements to include documentation of site-supervisor and/or foreman completion of 10 hour OSHA training

List subcontractors - their social economic status (i.e. Disabled Veteran, Veteran, Small, Large Business, etc.) - and percent of work they will perform; (iv) the surveyor/survey company you will be using

Price: Provide a breakdown of your pricing and the pricing methodology you used. Include any assumptions made with your bid. Just providing a figure will not be enough. A low price and/or pricing with no breakdown will be considered an inferior offer and deemed non responsive. The Government needs to know the method used in arriving at your figures. The lowest bidder will not necessarily get this award. This is not an Invitation for Bid (IFB). Simply providing a price with no substantial information on pricing and/or capabilities and/or performance will result in an inferior proposal and may be considered non responsive. The Government will not consider offers that are considerably low or too high. Pricing may be compared against the IGCE or against the average mean of the offers received to arrive at a competitive range in determining too low/too high offers. Also, if a wage rate is included with this solicitation, provide the proposed wages you will be paying to compare against the wage rate. You can provide this as a range if you do not want to list direct wages. Wage rates only apply to hourly employees, not salary employees; but you cannot convert a traditionally hourly employee to a salary employee to avoid the wage rate.

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

(End of Provision)

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

SUBMITTAL OF QUOTES / PROPOSALS:

- i. All proposals must be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website in order to be considered for award. <https://www.vendorportal.ecms.va.gov>
- ii. Please go to the VA eCMS Vendor Portal website at <https://www.vendorportal.ecms.va.gov> to register. Once on the webpage, proceed to the Vendor Portal Login section located on the far left side of the webpage and click on 'Request a user account' to register. In the event an Offeror is unable to submit a proposal through the Vendor Portal domain, prior to the proposal closing date, contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov. Submission of proposals through email will not be accepted. Proposal

transmission/uploads must be completed by the date/time specified. Late or incomplete Proposals will not be considered.

- iii. If Offerors are still unable to submit a proposal through VA eCMS Vendor Portal, the Offerors may submit a CD version of their proposal package as long as VA eCMS Vendor Portal registration requirements have been fulfilled and Offerors have contacted the VAAS helpdesk for assistance in their submission of a proposal. A copy of the email correspondence with the VAAS helpdesk will be forwarded to the Contracting Officer, Eric Washington at eric.washington@va.gov as proof of email correspondence. If a phone conversation with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a proposal prior to the closing date via Vendor Portal, the Offeror shall submit to the Contracting Officer correspondence that contains the date, time, and name of helpdesk representative the Offeror contacted to include the reasons why the Offeror could not submit a proposal via the Portal. This document will be submitted together with the CD version of the proposal. **In the event an Offeror has not requested proposal submission assistance to the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit a proposal via Vendor Portal, the Offeror will be considered non responsive and the CD version of the proposal will not be accepted.**
- iv. If a CD version of the proposal is accepted by the Contracting Officer, the CD version of the proposal may be submitted as an MS Word document. If PDF is preferred, then each Section submitted shall be a separate file. For example, all required licenses, technical proposal, Past Performance Questionnaires, shall all be under separate files and shall be classified as such. The CD shall be categorized in a manner where it is easy to ascertain. Offers who meet stated requirements may submit a CD version of their proposals at the address specified in Block 9 of SF 1449, or if hand carried, to the address shown in block 9, until the date and time specified in Block 8. CAUTION - LATE Submissions, Modifications, and Withdrawals: See provision 52.212-1. All offers are subject to all terms and conditions of this solicitation. Offers authorized to submit CD versions of their proposals are to submit their proposals to the Contracting Officer's Office, i.e., the Issuing Office address that appears in Block 9 of the SF-1449 above.

PROPOSAL PACKAGE

- A. Completed and signed SF 1449 with all required blocks completed.
- B. Technical Qualifications in a written narrative for the Government's evaluation.
- C. Three (3) past performance references within the last 3 years that are similar in size and scope to this solicitation. Use the Past Performance Questionnaire (Attachment B). Prepare one for each reference. Additional references will not be acknowledged. Only the (3) most current past performances will be reviewed.
- D. Completed Business Management Questionnaire
- E. Required representations and certifications.
- F. Acknowledgement of any amendments.

Failure to submit all required documentation may result in your submission being determined technically unacceptable and removed from further consideration.

PROPOSAL FORMAT

1. Page size shall be no greater than 8 1/2" x 11". The top, bottom, left, and right margins shall be a minimum of one (1) inch each.
2. Font size shall be no smaller than 11-point. Arial or Times New Roman fonts are required. Characters shall be set at no less than normal spacing and 100% scale.
3. Tables and illustrations may use a reduced font size no smaller than eight (8)-point and may be landscape.
4. Line spacing shall be set at no less than single space.
5. Each paragraph shall be separated by at least one blank line.
6. Page numbers, company logos, and headers and footers may be within the page margins only and are not bound by the 11-point font requirement.
7. Footnotes to text shall not be added.
8. If the Offeror submits annexes, documentation, attachments or the like, not specifically required by this solicitation, such will count against the offeror's page limitations unless otherwise indicated in the specific volume instructions below.
9. Pages in violation of these instructions, either by exceeding the margin, font, or spacing restrictions or by exceeding the total page limit for a particular volume, **will not be** evaluated.
10. The following page limitations are applicable to this procurement:

<u>Volume</u>	<u>Factor</u>	<u>Page Limitations</u>
<u>Volume I</u>	<u>Technical</u>	<u>20 pages single-sided</u>
<u>Volume II</u>	<u>Past Performance</u>	<u>6 pages single-sided (Excludes Business Management Questionnaires)</u>
<u>Volume III</u>	<u>Price</u>	<u>No Limit</u>

A cover page and/or table of contents which are not required will be included in the page count of the Technical Volume if included in the Volume.

A glossary of abbreviations or acronyms will not be included in the page count of the Technical Volume.

Proposal packages that do not contain all the above materials may be rejected.

Proposal packages that fail to include sufficient Technical, Past Performance and/or Price information for a competitive evaluation may result in the proposal being rejected and not considered.

Proposals that are not received completely by the time and date specified in Block 8 of the SF 1449 will be rejected and shall not be considered.

The following list is not intended to be all inclusive. It is intended to give offerors some idea of what should be provided in each volume for evaluation.

Technical Volume: Offerors shall provide the following:

Sub-Factor 1 – Corporate Project Experience: The offeror shall provide information on your company's capabilities; years in business; type and age of equipment to be used on the project; demonstrate corporate experience with no more than three (3) projects completed within the last five (5) years and/or similar in size and scope to this project as outlined in the solicitation specifically addressing projects you have completed that are similar to this request. In describing project experience, provide the following:

- (i) Project title, location, and a brief description
- (ii) Project owner, name, telephone number of owner's contact person
- (iii) Project's Prime contractor and major sub-contractors and name and telephone number of each contact person(s). NOTE: Each firm and managing person(s) (project manager/superintendent/foreman as the case may be) proposed for this project
- (iv) Project start and completion dates (original vs. actual), reasons for any delays and/or change orders
- (v) Experience in the proposed area industry market
- (vi) List number of projects currently ongoing and of that number the number that may affect this proposal and there completion date(s). NOTE: location of head office, branch office(s) and location of person with authority to sign contractual documents.

Sub-Factor 2 – Project Personnel Experience: The offeror shall demonstrate the specialized experience and technical competence of the key personnel who will be assigned to this project specifically addressing projects with an emphasis on working within a National Cemetery or similar location/venue. At a minimum, this shall include both the Project Manager and on-site superintendent/foreman. In describing this criteria, provide the following:

- (i) Name of individual
- (ii) Firm employed by and/or with
- (iii) Company position and title
- (iv) Years with the company
- (v) Describe work experience with project(s) similar in scope
- (vi) Indication of which, if any, project(s) submitted under Corporate experience above, the individual participated in and what the individuals responsibility while assigned to the project(s)
- (vii) Position and/or responsibility that individual will hold in regards to the project team, description of duties and what percentage of the individual's time will be committed to this project. Describe educational background/experience, including degrees, certifications, etc. and granting institution
- (viii) Experience of local market/conditions of key personnel assigned to the project

Sub-Factor 3 – Technical/Management Approach: The offeror shall demonstrate the following relevant to the subject project:

- (i) Project Delivery Philosophy including statements of commitment and conflict resolution
- (ii) Offerors' Quality Assurance and Quality Control Programs/measurements
- (iii) Capability to perform, including offeror's total bonding capacity, current available bonding capacity and projected available bonding capacity

Sub-Factor 4 – Scheduling/Phasing:The offeror shall demonstrate the following:

- (i) Approach for this project, including a proposed project work schedule in a time scaled bar graph format beginning with the Notice to Proceed and concluding with contract completion. All schedule items shall show, start date and completion date, specific tasks, labor man hours and cost for each schedule item with allotted time for weather, interments, and government holidays
- (ii) Provide a written narrative plan to demonstrate understanding of the safety and phasing requirements to include documentation of site-supervisor and/or foreman completion of 10 hour OSHA training
- (iii) List subcontractors - their social economic status (i.e. Disabled Veteran, Veteran, Small, Large Business, etc.) - and percent of work they will perform; (iv) the surveyor/survey company you will be using

Past Performance Volume: Past Performance will be evaluated for Quality of Service, Schedule, Business relations with Customers, Management of Key Personnel, Safety, Problem Resolution, Invoice Accuracy, and Overall Performance of the company in this area. Utilizing the Past Performance Questionnaire, offeror's shall provide three (3) references within the last three (3) years **with accurate Point of Contact (POC) information, of similar or like type projects in scope, size, and pricing** (e.g., Scope – the type of work this project is asking for, raise & realign flat markers, etc.; Size - approximately the number of each as this project is asking for; Price – approximately the same price or better as offeror's estimate for this project). Offerors shall also provide the number of projects they are currently working on for NCA, with the corresponding Contracting Officer's name, telephone, and contract information. Referrals that are not like in type will be rated lower than referrals more closely related to this project. Experiences with prior cemetery work will be given greater consideration as well as contracts that are comparable in all three areas of pricing, size, and scope. Offerors are encouraged to submit referrals that specifically address experiences with cemeteries, and the particular type of work/s specifically requested in this solicitation.

CLIENT SATISFACTION: Those contact responses will be scored based on the client overall satisfaction with the project(s) identified in which the Prime has participated and will be weighted more heavily than project(s) participated in as a consultant, sub-contractor and/or individual. Contacts will be asked if the project(s) fulfills the requirements of the client(s) stated function, does the project require unexpected maintenance activity and have latent defects been found? Did the client experience "partnering" with the offeror to solve problems encountered during performance, contractor's attention to safety on the job site. Was the communication of schedule and problems issues adequate and consistent? Was there an established problem solving routine? Would the client recommend and/or consider the offeror again in future projects? What was the change order rate as a percentage to the total project cost (if any) for the most recent five projects complete? And were the changes owner or offeror generated and reasons for the change?

Price Volume: Provide a breakdown of your pricing and the pricing methodology you used. Include any assumptions made with your bid. Just providing a figure will not be enough. A low price and/or pricing with no breakdown will be considered an inferior offer and deemed non responsive. The Government needs to know the method used in arriving at your figures. The lowest bidder will not necessarily get this award. This is not an Invitation for Bid (IFB). Simply providing a price with no substantial information on pricing and/or capabilities and/or performance will result in an inferior proposal and may be considered non responsive. The Government will not consider offers that are considerably low or too high. Pricing may be compared against the IGCE or against the average mean of the offers received to arrive at a competitive range in determining too low/too high offers. Also, if a wage rate is included with this solicitation, provide the proposed wages you will be paying to compare against the wage rate. You can provide this as a range if you do not want to list direct wages. Wage rates only apply to hourly employees, not salary employees; but you cannot convert a traditionally hourly employee to a salary employee to avoid the wage rate.

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

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

E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
<u>52.252-1</u>	<u>SOLICITATION PROVISIONS INCORPORATED BY REFERENCE</u>	<u>FEB 1998</u>
<u>52.204-16</u>	<u>COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING</u>	<u>JUL 2016</u>
<u>52.204-17</u>	<u>OWNERSHIP OR CONTROL OF OFFEROR</u>	<u>JUL 2016</u>
<u>52.217-5</u>	<u>EVALUATION OF OPTIONS</u>	<u>JUL 1990</u>
<u>52.223-1</u>	<u>BIOBASED PRODUCT CERTIFICATION</u>	<u>MAY 2012</u>
<u>52.225-5</u>	<u>TRADE AGREEMENTS</u>	<u>FEB 2016</u>
<u>52.225-25</u>	<u>PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS</u>	<u>OCT 2015</u>
<u>52.232-38</u>	<u>SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER</u>	<u>JUL 2013</u>

E.3 52.237-1 SITE VISIT (APR 1984)

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

(End of Provision)

E.4 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

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

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

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

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have," the offeror shall also see 52.209-7, if included in this solicitation);

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

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

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

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)