

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

1. REQUISITION NO. 7868-000000 PAGE 1 OF 103

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER VA786-17-Q-0780 6. SOLICITATION ISSUE DATE 09-12-2017

7. FOR SOLICITATION INFORMATION CALL: a. NAME Antionette Collins-Somerville b. TELEPHONE NO. (No Collect Calls) 540-658-7203 8. OFFER DUE DATE/LOCAL TIME 09-18-2017 9:00AM EST

9. ISSUED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556 CODE 43C1 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 100 % FOR: SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541611 HUBZONE SMALL BUSINESS EDWOSB SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: \$15 Million

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

15. DELIVER TO Quantico National Cemetery 18424 Joplin Road, Triangle, VA 22172 CODE 16. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service 75 Barrett Heights Rd. Suite 309 Stafford VA 22556 CODE 43C1

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY http://www.tungsten-network.com/customer-campaigns/veterans-affairs/ CODE 43C1 PHONE:1-877-752-0900 FAX:

TELEPHONE NO. DUNS: DUNS+4: 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 SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a 100% set-aside to Service Disabled Veterans Owned Small Business (SDVOSB) for Veteran Grants Compliance Review Program The requirement is for a base period and four (4), one (1) year options (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 786-512200-25800100705000129A12018 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED. 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 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) Antionette Collins-Somerville 31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C786

Department of Veterans Affairs

NCA Contracting Service

75 Barrett Heights Rd. Suite 309

Stafford VA 22556

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

- 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- a. Quarterly
b. Semi-Annually
c. Other Monthly

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

<http://www.tungsten-network.com/customer>

[-campaigns/veterans-affairs/](#)

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

AMENDMENT NO	DATE

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

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

B.3 PRICE/COST SCHEDULE

Block 19 and Block 20: Price Schedule of Services

Base Year: Date of award thru September 30, 2018					
CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
0001	Program Management Project Management shall be provided in accordance with (IAW) PWS paragraph 3.1 for fulfillment of all Program Management tasks for the duration of the period of performance.	1	LO	\$ _____	\$ _____
0001AA	Kickoff Meeting Agenda Inputs The Kickoff Meeting Agenda Inputs shall be provided IAW PWS paragraph 3.1 no later than two days prior to the Kickoff Meeting. This line item is Not Separately Priced (NSP)	1	LO	NSP	NSP
0001AB	Kickoff Meeting Minutes The Kickoff Meeting Minutes shall be provided IAW PWS paragraph 3.1 no more than five days after conclusion of the	1	LO	NSP	NSP

	meeting. This line item is Not Separately Priced (NSP)				
0001AC	Contractor Project Management Plan (CPMP) The Contractor's initial CPMP shall be presented at the kickoff meeting IAW PWS paragraph 3.1.1 and provided in digital draft form no more than seven days after conclusion of the kickoff meeting. The Government will provide comments on the draft CPMP within five days after submission. The final CPMP is due within seven days after receiving the Government's comments. This line item is Not Separately Priced (NSP)	1	LO	NSP	NSP
0002	Training at Quantico National Cemetery; 18424 Joplin Road, Triangle, VA 22172 / Washington D.C.; 810 Vermont Ave NW, Washington D.C. 20420 This CLIN includes all travel and labor to attend CRP training.	1	LO	\$ _____	\$ _____
0003	Site Visit #1 – Travel – Crownsville Veterans Cemetery; 1122 Sunrise Beach Road, Crownsville, MD 21032 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
0003AA	Site Visit #1 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
0004	Site Visit #2 – Travel – Brigadier General William C. Doyle Veterans Memorial Cemetery; 350 Provinceline Road, Rt. #2, Wrightstown, NJ 08562 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
0004AA	Site Visit #2 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the	1	LO	\$ _____	\$ _____

	Government and Contractor to edit and finalize a final Site Review Findings Report for each site.				
0005	Site Visit #3 – Travel – Ohio Veterans Home Cemetery; 3416 Columbus Avenue, Sandusky, OH 44870 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
0005AA	Site Visit #3 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
0006	Site Visit #4 – Travel – CNMI Veterans Cemetery; P.O. Box 503416 Saipan, MP 96950; and Guam Veterans Cemetery; 490 Chalan Palayso, Agatna Heights, Guam 96910 This CLIN includes all travel for the site visit to these locations.	1	LO	\$ _____	\$ _____
0006AA	Site Visit #4 – Draft Site Review Findings Report IAW PWS 5.2, the draft reports shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
0007	Site Visit #5 – Travel – M.J. Dolly Cooper Veterans Cemetery; 140 Inway Drive, Anderson, SC 29621 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
0007AA	Site Visit #5 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
0008	Site Visit #6 – Travel – Mississippi Veterans Memorial Cemetery; 248 Honor Circle, Newton, MS 39345 This CLIN includes all travel for the site	1	LO	\$ _____	\$ _____

	visit to this location.				
0008AA	<p>Site Visit #6 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
0009	<p>Site Visit #7 – Travel – Massachusetts State Veterans Cemetery at Winchendon; 111 Glenallen Street, Winchendon, MA 01475</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
0009AA	<p>Site Visit #7 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
0010	<p>Site Visit #8 – Travel – Kansas Veterans Cemetery at Fort Riley; 5181 Wildcat Creek Road, Manhattan, KS 66503-9616</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
0010AA	<p>Site Visit #8 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
0011	<p>Site Visit #9 – Travel – Iowa Veterans Cemetery; 34024 Veterans Memorial Drive Adel, IA 50003-3300</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
0011AA	<p>Site Visit #9 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and</p>	1	LO	\$ _____	\$ _____

	finalize a final Site Review Findings Report for each site.				
0012	<p>Site Visit #10 – Travel – Missouri State Veterans Cemetery at Fort Leonardwood; 25350 Highway H, Waynesville, MO 65583</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
0012AA	<p>Site Visit #10 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
0013	<p>Site Visit #11 – Travel – Oregon Trail Veterans Cemetery; 89 Cemetery Road, Box 669, Evansville, WY 82636</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
0013AA	<p>Site Visit #11 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
0014	<p>Site Visit #12 – Travel – Western Montana Veterans Cemetery; 1911 Tower Road, Missoula, MT 59804</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
0014AA	<p>Site Visit #12 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
0015	<p>Site Visit #13 – Travel – Missouri State Veterans Cemetery at Bloomfield; 17357 Stars and Stripes Way, Bloomfield, MO 63825</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____

0015AA	<p>Site Visit #13 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
0016	<p>Site Visit #14 – Travel – Nebraska Veterans Cemetery at Alliance; 2610 County Road 57, Alliance, NE 69301</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
0016AA	<p>Site Visit #14 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
0017	<p>Site Visit #15 – Travel – Central Wisconsin Veterans Memorial Cemetery; N2665, Highway QQ, King, WI 54946</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
0017AA	<p>Site Visit #15 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
0018	<p>End of Year Program Meeting – Washington, DC; 810 Vermont Ave NW, Washington D.C. 20420</p> <p>This CLIN includes all travel and labor for attendance of this meeting.</p>	1	LO	\$ _____	\$ _____
				Total Cost For the Base Year:	\$ _____

<u>Option Period 1: October 1, 2018 thru September 30, 2019</u>					
CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1001	<p>Program Management</p> <p>Project Management shall be provided in accordance with (IAW) PWS paragraph 3.1 for fulfillment of all Program Management tasks for the duration of the period of performance.</p>	1	LO	\$ _____	\$ _____
1001AA	<p>Kickoff Meeting Agenda Inputs</p> <p>The Kickoff Meeting Agenda Inputs shall be provided IAW PWS paragraph 3.1 no later than two days prior to the Kickoff Meeting.</p> <p>This line item is Not Separately Priced (NSP)</p>	1	LO	NSP	NSP
1001AB	<p>Kickoff Meeting Minutes</p> <p>The Kickoff Meeting Minutes shall be provided IAW PWS paragraph 3.1 no more than five days after conclusion of the meeting.</p> <p>This line item is Not Separately Priced (NSP)</p>	1	LO	NSP	NSP
1001AC	<p>Contractor Project Management Plan (CPMP)</p> <p>The Contractor's initial CPMP shall be presented at the kickoff meeting IAW PWS paragraph 3.1.1 and provided in digital draft form no more than seven days after conclusion of the kickoff meeting. The Government will provide comments on the draft CPMP within five days after submission. The final CPMP is due within seven days after receiving the Government's comments.</p> <p>This line item is Not Separately Priced (NSP)</p>	1	LO	NSP	NSP
1002	<p>Site Visit #1 – Travel – Connecticut State Veterans Cemetery; 317 Bow Lane Middletown, CT 06457</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
1002AA	<p>Site Visit #1 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the</p>	1	LO	\$ _____	\$ _____

	Government and Contractor to edit and finalize a final Site Review Findings Report for each site.				
1003	Site Visit #2 – Travel – Garrison Forest Veterans Cemetery; 11501 Garrison Forest Road, Owings Mills, MD 21117 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
1003AA	Site Visit #2 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
1004	Site Visit #3 – Travel – Northeast Louisiana Veterans Cemetery; US Highway 425, Rayville, LA 71269 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
1004AA	Site Visit #3 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
1005	Site Visit #4 – Travel – Massachusetts State Veterans Cemetery-Agawam; 1390 Main Street, Agawam, MA 01001 This CLIN includes all travel for the site visit to these locations.	1	LO	\$ _____	\$ _____
1005AA	Site Visit #4 – Draft Site Review Findings Report IAW PWS 5.2, the draft reports shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
1006	Site Visit #5 – Travel – Yurok Veterans Cemetery; Bald Hills Road, Hoopa, CA 95546 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____

1006AA	<p>Site Visit #5 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
1007	<p>Site Visit #6 – Travel – Atlantic Garden Veterans Cemetery; Garden of Eden Boulevard State Rd 110 km 6.6 Aguadilla, PR</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
1007AA	<p>Site Visit #6 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
1008	<p>Site Visit #7 – Travel – Rio Grande Valley State Veterans Cemetery; 2520 South Inspiration Road, Mission, TX 78572</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
1008AA	<p>Site Visit #7 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
1009	<p>Site Visit #8 – Travel – Southern Nevada State Veterans Cemetery; 1900 Veterans Memorial Drive, Boulder City, NV 89005</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
1009AA	<p>Site Visit #8 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report</p>	1	LO	\$ _____	\$ _____

	for each site.				
1010	<p>Site Visit #9 – Travel – Kansas Veterans Cemetery at Wakeeney; 4035 13th Street Wakeeney, KS 67672; and Kansas Veterans Cemetery at Fort Dodge; 11560 U.S. Highway 400, Dodge City, KS 67801</p> <p>This CLIN includes all travel for the site visit to these locations.</p>	1	LO	\$ _____	\$ _____
1010AA	<p>Site Visit #9 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft reports shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
1011	<p>Site Visit #10 – Travel – Seminole Nation and Veterans Memorial Cemetery; 35419 Hwy 59, Seminole, OK 74868</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
1011AA	<p>Site Visit #10 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
1012	<p>Site Visit #11 – Travel – West Tennessee State Veterans Cemetery; 4000 Forest Hill-Irene Road, Memphis, TN 38125</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
1012AA	<p>Site Visit #11 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
1013	<p>Site Visit #12 – Travel – Montana State Veterans Cemetery; Fort William H. Harrison, Helena, MT 59604</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
1013AA	<p>Site Visit #12 – Draft Site Review</p>	1	LO	\$ _____	\$ _____

	<p>Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>				
1014	<p>Site Visit #13 – Travel – Kentucky Veterans Cemetery-Northeast; 100 Veterans Memorial Drive, Grayson, KY 41143; and Kentucky Veterans Cemetery-North; 205 Eibeck Lane Williamstown, KY 41097</p> <p>This CLIN includes all travel for the site visit to these locations.</p>	1	LO	\$ _____	\$ _____
1014AA	<p>Site Visit #13 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft reports shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
1015	<p>Site Visit #14 – Travel – Rhode Island Veterans Cemetery; 301 South County Trail, Exeter, RI 02822-9712</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
1015AA	<p>Site Visit #14 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
1016	<p>Site Visit #15 – Travel – Idaho State Veterans Cemetery; 10100 Horseshoe Bend Road, Boise, ID 83714</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
1016AA	<p>Site Visit #15 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and</p>	1	LO	\$ _____	\$ _____

	finalize a final Site Review Findings Report for each site.				
1017	Site Visit #16 – Travel – Minnesota State Veterans Cemetery - Preston; 715 Highway 52, Preston, MN 55965 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
1017AA	Site Visit #16 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
1018	End of Year Program Meeting – Washington, DC; 810 Vermont Ave NW, Washington D.C. 20420 This CLIN includes all travel and labor for attendance of this meeting.	1	LO	\$ _____	\$ _____
				Total Cost For the Option Year One:	\$ _____

Option Period 2: October 1, 2019 thru September 30, 2020

CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
2001	Program Management Project Management shall be provided in accordance with (IAW) PWS paragraph 3.1 for fulfillment of all Program Management tasks for the duration of the period of performance.	1	LO	\$ _____	\$ _____
2001AA	Kickoff Meeting Agenda Inputs The Kickoff Meeting Agenda Inputs shall be provided IAW PWS paragraph 3.1 no later than two days prior to the Kickoff Meeting. This line item is Not Separately Priced (NSP)	1	LO	NSP	NSP
2001AB	Kickoff Meeting Minutes The Kickoff Meeting Minutes shall be provided IAW PWS paragraph 3.1 no more than five days after conclusion of the meeting.	1	LO	NSP	NSP

	This line item is Not Separately Priced (NSP)				
2001AC	<p>Contractor Project Management Plan (CPMP)</p> <p>The Contractor's initial CPMP shall be presented at the kickoff meeting IAW PWS paragraph 3.1.1 and provided in digital draft form no more than seven days after conclusion of the kickoff meeting. The Government will provide comments on the draft CPMP within five days after submission. The final CPMP is due within seven days after receiving the Government's comments.</p> <p>This line item is Not Separately Priced (NSP)</p>	1	LO	NSP	NSP
2002	<p>Site Visit #1 – Travel – Southern Wisconsin Veterans Memorial Cemetery; 21731 Spring Street, Union Grove, WI 53182</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
2002AA	<p>Site Visit #1 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
2003	<p>Site Visit #2 – Travel – Southern Arizona State Veterans Cemetery; 1300 Buffalo Soldier Trail, Sierra Vista, AZ 85635</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
2003AA	<p>Site Visit #2 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
2004	<p>Site Visit #3 – Travel – Cheltenham Veterans Cemetery; 11301 Crain Highway Cheltenham, MD 20623</p> <p>This CLIN includes all travel for the site</p>	1	LO	\$ _____	\$ _____

	visit to this location.				
2004AA	<p>Site Visit #3 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
2005	<p>Site Visit #4 – Travel – Arizona Veterans Memorial Cemetery at Marana; 15950 N Luckett Road, Marana, AZ 85653</p> <p>This CLIN includes all travel for the site visit to these locations.</p>	1	LO	\$ _____	\$ _____
2005AA	<p>Site Visit #4 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft reports shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
2006	<p>Site Visit #5 – Travel – Hawaii State Veterans Cemetery; 45-349 Kamehameha Highway, Kaneohe, HI 96744; Kauai Veterans Cemetery; 4331 Lele Road, Hanapepe, HI 96716; Maui Veterans Cemetery; Baldwin Avenue, Makawao, HI 96786; Molokai Veterans Cemetery; 2725 Lihl Pali Avenue, Hoolehua, HI 96748; Lanai Veterans Cemetery; Cemetery Road Lanai City, HI 96763</p> <p>This CLIN includes all travel for the site visit to these locations.</p>	1	LO	\$ _____	\$ _____
2006AA	<p>Site Visit #5 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft reports shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
2007	<p>Site Visit #6 – Travel – Coastal Bend State Veterans Cemetery; 9974 IH 37 Access Road, Corpus Christi, TX 78410</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
2007AA	<p>Site Visit #6 – Draft Site Review Findings Report</p>	1	LO	\$ _____	\$ _____

	IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.				
2008	<p>Site Visit #7 – Travel – Maine Veterans Memorial Cemetery-Mt. Vernon Rd; 163 Mt. Vernon Road, Augusta, ME 04330; Maine Veterans Memorial Cemetery-Civic Center Drive; Civic Center Drive Augusta, ME 04330</p> <p>This CLIN includes all travel for the site visit to these locations.</p>	1	LO	\$ _____	\$ _____
2008AA	<p>Site Visit #7 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft reports shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
2009	<p>Site Visit #8 – Travel – North Mississippi Veterans Memorial Cemetery; 9 Link Knox Road, Kilmichael, MS 39747</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
2009AA	<p>Site Visit #8 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
2010	<p>Site Visit #9 – Travel – Indiana Veterans Memorial Cemetery; 1415 North Gate Road, Madison, IN 47250</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
2010AA	<p>Site Visit #9 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report</p>	1	LO	\$ _____	\$ _____

	for each site.				
2011	<p>Site Visit #10 – Travel – Minnesota State Veterans Cemetery-Little Falls; 15550 Hwy 115, Little Falls, MN 56345</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
2011AA	<p>Site Visit #10 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
2012	<p>Site Visit #11 – Travel – California Central Coast Veterans Cemetery; 2900 Parker Flats Road, Seaside, CA 93955</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
2012AA	<p>Site Visit #11 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
2013	<p>Site Visit #12 – Travel – East Tennessee State Veterans Cemetery-Lyons View Pike; 5901 Lyons View Pike Knoxville, TN 37919; <u>and</u> East Tennessee State Veterans Cemetery-Gov. John Sevier Hwy; 2200 East Governor John Sevier Hwy, Knoxville, TN 37920</p> <p>This CLIN includes all travel for the site visit to these locations.</p>	1	LO	\$ _____	\$ _____
2013AA	<p>Site Visit #12 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft reports shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
2014	<p>End of Year Program Meeting – Washington, DC; 810 Vermont Ave NW, Washington D.C. 20420</p> <p>This CLIN includes all travel and labor for</p>	1	LO	\$ _____	\$ _____

	attendance of this meeting.			
			Total Cost For the Base Year Two:	\$ _____

<u>Option Period 3: October 1, 2020 thru September 30, 2021</u>					
CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
3001	<p>Program Management</p> <p>Project Management shall be provided in accordance with (IAW) PWS paragraph 3.1 for fulfillment of all Program Management tasks for the duration of the period of performance.</p>	1	LO	\$ _____	\$ _____
3001AA	<p>Kickoff Meeting Agenda Inputs</p> <p>The Kickoff Meeting Agenda Inputs shall be provided IAW PWS paragraph 3.1 no later than two days prior to the Kickoff Meeting.</p> <p>This line item is Not Separately Priced (NSP)</p>	1	LO	NSP	NSP
3001AB	<p>Kickoff Meeting Minutes</p> <p>The Kickoff Meeting Minutes shall be provided IAW PWS paragraph 3.1 no more than five days after conclusion of the meeting.</p> <p>This line item is Not Separately Priced (NSP)</p>	1	LO	NSP	NSP
3001AC	<p>Contractor Project Management Plan (CPMP)</p> <p>The Contractor's initial CPMP shall be presented at the kickoff meeting IAW PWS paragraph 3.1.1 and provided in digital draft form no more than seven days after conclusion of the kickoff meeting. The Government will provide comments on the draft CPMP within five days after submission. The final CPMP is due within seven days after receiving the Government's comments.</p> <p>This line item is Not Separately Priced (NSP)</p>	1	LO	NSP	NSP
3002	<p>Site Visit #1 – Travel – Arizona Veterans Memorial Cemetery at Camp Navajo; 14317 Veterans drive, Bellemont, AZ 86015</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
3002AA	<p>Site Visit #1 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a</p>	1	LO	\$ _____	\$ _____

	collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.				
3003	<p>Site Visit #2 – Travel – Delaware Veterans Memorial Cemetery-Newcastle County; 2465 Chesapeake City Road, Bear, DE 19701-2344</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
3003AA	<p>Site Visit #2 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
3004	<p>Site Visit #3 – Travel – Northern Nevada Veterans Memorial Cemetery; 14 Veterans Way, Fernley, NV 89408</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
3004AA	<p>Site Visit #3 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
3005	<p>Site Visit #4 – Travel – San Carlos Apache Tribal Veterans Cemetery; 42700 W US Highway 70, San Carlos, AZ 85550</p> <p>This CLIN includes all travel for the site visit to these locations.</p>	1	LO	\$ _____	\$ _____
3005AA	<p>Site Visit #4 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft reports shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
3006	<p>Site Visit #5 – Travel – Central Texas State Veterans Cemetery; 11463 South Highway 195, Killeen, TX 76542</p>	1	LO	\$ _____	\$ _____

	This CLIN includes all travel for the site visit to these locations.				
3006AA	<p>Site Visit #5 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
3007	<p>Site Visit #6 – Travel – Albert G. Horton Memorial Veterans Cemetery; 5310 Milner's Road, Suffolk, VA 23434</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
3007AA	<p>Site Visit #6 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
3008	<p>Site Visit #7 – Travel – West Hawaii Veterans Cemetery; 72-3245 Queen Kaahumanu Highway, Kailua-Kona, HI 96740; East Hawaii Veterans Cemetery-I; 150 Kapiolani Street, Hilo, HI 96720; East Hawaii Veterans Cemetery-II; 110 Laimana Street, Hilo, HI 96720</p> <p>This CLIN includes all travel for the site visit to these locations.</p>	1	LO	\$ _____	\$ _____
3008AA	<p>Site Visit #7 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft reports shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
3009	<p>Site Visit #8 – Travel – Fort Stanton State Veterans Cemetery; 1398 State Highway 220, Ft. Stanton, NM 88323</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
3009AA	<p>Site Visit #8 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be</p>	1	LO	\$ _____	\$ _____

	delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.				
3010	Site Visit #9 – Travel – Coastal Carolina State Veterans Cemetery; 110 Montford Point Road, Jacksonville, NC 28541 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
3010AA	Site Visit #9 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
3011	Site Visit #10 – Travel – Northern California Veterans Cemetery; 11800 Gas Point Road, Igo, CA 96047-0076 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
3011AA	Site Visit #10 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
3012	Site Visit #11 – Travel – Missouri State Veterans Cemetery at Springfield; 5201 South Southwood Road, Springfield, MO 65804 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
3012AA	Site Visit #11 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
3013	Site Visit #12 – Travel – Middle Tennessee State Veterans Cemetery; 7931 McCrory Lane, Nashville, TN 37221	1	LO	\$ _____	\$ _____

	This CLIN includes all travel for the site visit to this location.				
3013AA	<p>Site Visit #12 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
3014	<p>Site Visit #13 – Travel – Delaware Veterans Memorial Cemetery-Sussex County; 26669 Patriots Way, Millsboro, DE 19966-1694</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
3014AA	<p>Site Visit #13 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
3015	<p>Site Visit #14 – Travel – Northern Wisconsin Veterans Memorial Cemetery; N4063 Veterans Way, Spooner, WI 54801</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
3015AA	<p>Site Visit #14 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
3016	<p>Site Visit #15 – Travel – Apsaalooke Veterans Cemetery; PO Box 159, Crow Agency, MT 59022</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
3016AA	<p>Site Visit #15 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a</p>	1	LO	\$ _____	\$ _____

	collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.				
3017	<p>Site Visit #16 – Travel – Western Carolina State Veterans Cemetery; 962 Old US 70 Highway, Black Mountain, NC 28711</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
3017AA	<p>Site Visit #16 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
3018	<p>End of Year Program Meeting – Washington, DC; 810 Vermont Ave NW, Washington D.C. 20420</p> <p>This CLIN includes all travel and labor for attendance of this meeting.</p>	1	LO	\$ _____	\$ _____
			Total Cost For the Option Year Three:		\$ _____

<u>Option Period 4: October 1, 2021 thru September 30, 2022</u>					
CLIN No.	<u>Supplies/Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
4001	<p>Program Management</p> <p>Project Management shall be provided in accordance with (IAW) PWS paragraph 3.1 for fulfillment of all Program Management tasks for the duration of the period of performance.</p>	1	LO	\$ _____	\$ _____
4001AA	<p>Kickoff Meeting Agenda Inputs</p> <p>The Kickoff Meeting Agenda Inputs shall be provided IAW PWS paragraph 3.1 no later than two days prior to the Kickoff Meeting.</p> <p>This line item is Not Separately Priced (NSP)</p>	1	LO	NSP	NSP
4001AB	<p>Kickoff Meeting Minutes</p> <p>The Kickoff Meeting Minutes shall be provided IAW PWS paragraph 3.1 no more than five days after conclusion of the meeting.</p> <p>This line item is Not Separately Priced (NSP)</p>	1	LO	NSP	NSP
4001AC	<p>Contractor Project Management Plan (CPMP)</p> <p>The Contractor's initial CPMP shall be presented at the kickoff meeting IAW PWS paragraph 3.1.1 and provided in digital draft form no more than seven days after conclusion of the kickoff meeting. The Government will provide comments on the draft CPMP within five days after submission. The final CPMP is due within seven days after receiving the Government's comments.</p> <p>This line item is Not Separately Priced (NSP)</p>	1	LO	NSP	NSP
4002	<p>Site Visit #1 – Travel – Pennsylvania Soldiers and Sailors Home Cemetery; 560 East Third Street, Erie, PA 16512-6239</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
4002AA	<p>Site Visit #1 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a</p>	1	LO	\$ _____	\$ _____

	collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.				
4003	Site Visit #2 – Travel – Eastern Shore Veterans Cemetery; 6827 E. New Market Ellwood Road, Hurlock, MD 21643 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
4003AA	Site Visit #2 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
4004	Site Visit #3 – Travel – Donel Kinnard Memorial State Veterans Cemetery; 130 Academy Drive, Dunbar, WV 25064 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
4004AA	Site Visit #3 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
4005	Site Visit #4 – Travel – Big Sandy Rancheria Veterans Cemetery; 37575 Auberry Mission Road, Auberry, CA 93602 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____
4005AA	Site Visit #4 – Draft Site Review Findings Report IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.	1	LO	\$ _____	\$ _____
4006	Site Visit #5 – Travel – Monte Calvario Cemetery; 5149 W. Omokol, Tucson, AZ 85757 This CLIN includes all travel for the site visit to this location.	1	LO	\$ _____	\$ _____

4006AA	<p>Site Visit #5 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
4007	<p>Site Visit #6 – Travel – Texas State Veterans Cemetery at Abilene; 7457 W. Lake Road, Abilene, TX 79601</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
4007AA	<p>Site Visit #6 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
4008	<p>Site Visit #7 – Travel – Northwest Louisiana Veterans Cemetery; 7970 Mike Clark Road, Keithville, LA 71047; Central Louisiana Veterans Cemetery; 3348 University Parkway, Leesville, LA 71446</p> <p>This CLIN includes all travel for the site visit to these locations.</p>	1	LO	\$ _____	\$ _____
4008AA	<p>Site Visit #7 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft reports shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
4009	<p>Site Visit #8 – Travel – White Eagle Cemetery; Ponca City, OK 74601</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
4009AA	<p>Site Visit #8 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report</p>	1	LO	\$ _____	\$ _____

	for each site.				
4010	<p>Site Visit #9 – Travel – Kentucky Veterans Cemetery-Central; 2501 North Dixie Boulevard, Radcliff, KY 40160</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
4010AA	<p>Site Visit #9 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
4011	<p>Site Visit #10 – Travel – Georgia Veterans Memorial Cemetery-Milledgeville; 2617 Vinson Highway, Milledgeville, GA 31061</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
4011AA	<p>Site Visit #10 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
4012	<p>Site Visit #11 – Travel – Missouri State Veterans Cemetery at Higginsville; 20109 Bus. Hwy 13, Higginsville, MO 64037; and Missouri State Veterans Cemetery at Jacksonville; 1479 County Road 1675, Jacksonville, MO 65260</p> <p>This CLIN includes all travel for the site visit to these locations.</p>	1	LO	\$ _____	\$ _____
4012AA	<p>Site Visit #11 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft reports shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
4013	<p>Site Visit #12 – Travel – Sunset Cemetery; 1707 N. 12th Street, Quincy, IL 62301</p> <p>This CLIN includes all travel for the site</p>	1	LO	\$ _____	\$ _____

	visit to this location.				
4013AA	<p>Site Visit #12 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
4014	<p>Site Visit #13 – Travel – Sisseton-Wahpeton Oyate Veterans Cemetery; 12554 BIA HWY 711, Agency Village, SD 57262</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
4014AA	<p>Site Visit #13 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
4015	<p>Site Visit #14 – Travel – Northern Maine Veterans Cemetery; 37 Lombard Road, Caribou, ME 04736</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
4015AA	<p>Site Visit #14 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
4016	<p>Site Visit #15 – Travel – Utah Veterans Cemetery; 17111 S. Camp Williams Road, Bluffdale, UT 84065</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
4016AA	<p>Site Visit #15 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and</p>	1	LO	\$ _____	\$ _____

	finalize a final Site Review Findings Report for each site.				
4017	<p>Site Visit #16 – Travel – Kansas Veterans Cemetery at Winfield; 1208 North College, Winfield, KS 67156</p> <p>This CLIN includes all travel for the site visit to this location.</p>	1	LO	\$ _____	\$ _____
4017AA	<p>Site Visit #16 – Draft Site Review Findings Report</p> <p>IAW PWS 5.2, the draft report shall be delivered no later than seven days after returning from the site visit, followed by a collaborative effort between the Government and Contractor to edit and finalize a final Site Review Findings Report for each site.</p>	1	LO	\$ _____	\$ _____
4018	<p>End of Year Program Meeting – Washington, DC; 810 Vermont Ave NW, Washington D.C. 20420</p> <p>This CLIN includes all travel and labor for attendance of this meeting.</p>	1	LO	\$ _____	\$ _____
			Total Cost For the Base Year Four:		\$ _____

B.3 PRICE SUMMARY TOTALS

	<u>Total Cost</u>
Base Year – date of award thru 9/30/18:	\$ _____
Option Year 1 – 10/1/18 – 9/30/19:	\$ _____
Option Year 2 – 10/1/19 – 9/30/20:	\$ _____
Option Year 3 - 10/1/20 – 9/30/21:	\$ _____
Option Year 4 - 10/1/21 – 9/30/22:	\$ _____
Grand Total (Base + all Option Years):	\$ _____

PRICE SCHEDULE: Contractor shall travel to each site location, perform compliance assessments at each location in accordance with NCA Operational Standards and Measures, and provide their own equipment and supplies to complete support services for the Veterans Cemetery Grants Compliance Review Program. Contract period will consist of a base period from 1 October 2017 (or date of contract award), through September 30, 2018, with up to four (4) one-year options to extend the term of the contract through September 30, 2022. Units and services to be in accordance with Performance Work Statement, Technical Specifications, terms and conditions contained in this solicitation.

POST AWARD CONFERENCE: Prior to commencement of work, contract awardee is required contact the COR to participate in a program management / kick-off meeting, draft and gain approval on a Project Management Plan, and participate in NCA CRP training to assure that all parties understand all contractual obligations and the role that each party serves.

NCA will provide approved templates for the deliverables, including the findings report and compliance scorecard. NCA will also provide a document containing the NCA Operational Standards and Measures which will be reviewed during the training session.

All services described in the Work Statement, including technical specifications, schedules, addenda, clauses, terms and conditions of the contract shall form the complete scope of work. Period of performance is from date of award until 30 September 2018 for the base year with four (4) one (1) year options.

The schedule price shall be all-inclusive, including all travel and labor to complete the Contract Line Item (CLIN(s)).

B.4 PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

1. GENERAL INFORMATION

1.1. This is a performance-based contract for support services for the Veterans Cemetery Grants Compliance Review Program and hereafter referred to as “CRP.” The overall responsibility of the Contractor is to perform the activities of traveling; conducting compliance reviews; submitting deliverables; and associated activities described herein required to ably support the CRP mission.

1.2. This Performance Work Statement describes the basic objectives of the Compliance Review Program. The Performance Based Support Services Contract provides potential Offerors the flexibility to develop cost effective solutions. It also presents the Government with an opportunity to assess the Offeror’s understanding of all aspects of the effort to be performed. Minimum acceptable levels of performance to meet the minimum requirements are outlined in the “Services Delivery Summary” contained in Attachment 1.

1.3. The National Cemetery Administration Mission.

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

1.4. Background.

To better assist state and tribal governments in the achievement of National Shrine Status, the Veterans Cemetery Grants Program (VCGP) fully implemented the Compliance Review Program (CRP) in FY15. This program builds on the proven success of the National Cemetery Administration’s Organizational Assessment and Improvement (OAI) Program. The VCGP Compliance Review Program will require teams to travel to each of its VA-grant funded state and tribal Veterans’ cemeteries to conduct comprehensive on-site reviews to measure performance against NCA’s Operational Standards and Measures. This will provide NCA with an objective mechanism for determining grantee compliance with the terms and conditions of their cemetery grant awards. The on-site reviews will be conducted on a rotating schedule with the goal of reviewing all operational State and Tribal Veterans cemeteries within five years of their previous review or date of beginning operation.

1.4.1. By establishing a contract to staff the review teams, NCA will reduce the number of additional federal staff required to successfully accomplish the program requirements.

2.0 OBJECTIVE AND SCOPE

The Department of Veterans Affairs (VA), National Cemetery Administration (NCA) requires the following services to:

- Execute on-site compliance reviews of VA grant-funded State and Tribal Veterans cemeteries

- Measure cemetery compliance with NCA Operational Standards and Measures to assist with the preparation of compliance reports and analysis for each reviewed cemetery

2.1 ORDER TYPE

This task order shall be performed on a Firm Fixed Price (FFP) basis.

3.0 REQUIREMENTS AND DELIVERABLES

The contractor shall:

3.1 Participate in a Project Kickoff Meeting: The contractor shall participate in a project kick-off meeting with the VA Contracting Officer's Representative (COR). The NCA Project Manager (PM) and project advisory group comprised of key stakeholders and subject matter experts (SMEs) will be identified by the NCA PM. The Government will schedule the kick-off meeting to be held no more than five (5) business days after contract award or as agreed upon between the NCA PM and contractor. The Contractor will take meeting minutes and provide to the Government within five (5) business days after the kick-off meeting.

3.1.1 At the kick-off meeting, the contractor shall present the details of their final Project Management Plan (PMP), which shall include the contractor's intended approach, work plan and project schedule including deliverable dates with major milestones for review and approval by the NCA PM via the COR. Work shall not commence until the NCA PM approves the PMP (i.e., approach/methodology, work plan and schedule with major milestones) on behalf of the project advisory group. The PM will consult with and take into full consideration the input of NCA leadership in regards to acceptability of the PMP. The PMP shall be delivered to NCA for approval no more than 7 work days after the kick-off meeting.

3.1.2 In the base period only, within two weeks following the kick-off meeting, the contractor shall attend NCA-led compliance review training which will cover the process of conducting CRP site reviews, NCA's approach to writing findings reports and scorecards, and ensure the contractor gains an understanding of cemetery operations.

3.1.3 The contractor shall also complete standard administrative tasks (e.g., background investigation forms, staff roster, mandatory training, monthly progress reporting) as outlined in the base contract.

3.2 Attend NCA training in advance of the site reviews to gain knowledge and understanding of NCA's Compliance Review Program (CRP), cemetery management and grounds maintenance and any other applicable training as determined by the NCA PM.

3.2.1 At the start of the Base Period, the contractor shall make all on-site reviewer personnel available to attend scheduled training at the VA Central Office in Washington, DC and at a DC-area National Cemetery (TBD).

3.3 Provide teams of trained reviewers to support the execution of on-site compliance reviews at VA grant-funded State and Tribal Veterans cemeteries. The Government requires four reviewers per review, two teams of two. The site review itineraries, team packets and applicable data reports for the reviews will be provided to the contractor for their review and preparation prior to each review via the NCA Team Lead. The team will take photos during on-site reviews with cameras furnished by the Government. The site visit process includes multiple team meetings and reviews of photos and team findings to ensure the team has all necessary information for the draft findings report prior to completing the on-site review.

3.4 The contractor shall participate in a project end of year program meeting with the VA Contracting Officer's Representative (COR), NCA Project Manager (PM) and project advisory group identified by the NCA PM. The Government will schedule the end of year program meeting to be held no later than the final week of the current period of performance or as agreed upon between the NCA PM and contractor. The Contractor will take meeting minutes and provide to the Government within five (5) business days after the meeting. Additionally, if the Government opts to execute option period(s), the end of year program meeting and the kick-off meeting for the next period of performance may be combined in a single meeting.

3.5 **Quality Assurance.** The COR will evaluate the Contractor's performance through on-site inspections, review of each deliverable and receipt of complaints from CRP or Cemetery personnel in accordance with the Quality Assurance Surveillance Plan (QASP).

3.5.1 The COR will submit to the Contracting Officer and the Contractor, a quarterly performance assessment of the contractor's performance using the Performance Based Service Assessment in the attached QASP. The Contractor may request a virtual meeting with the COR to discuss on an "as needed" basis.

4.0 DELIVERABLE ACCEPTABILITY

Contractor will be paid for completed deliverables accepted by the COR. Acceptability criteria are provided in the table below:

DELIVERABLE	ACCEPTABILITY
Participate in Kick-Off Meeting	Contractor participated in kick-off meeting with VA COR, project manager and VA subject matter experts; provided meeting minutes within five (5) business days after meeting.
Project Management Plan	Contractor provided a draft PMP that addresses the requirements detailed in Section 3.1.1.
Participate in NCA-led CRP Training	Contractor participated in scheduled training at the VA Central Office in Washington, DC and at Quantico National Cemetery.
Completed Site Review Data Collection	On-site review and data collection are complete, thorough and contain the required level of analytical detail. Acceptability will be determined by the COR and on-site VA PM responsible for leading each site review.
Final Site Review Report Documents	Report and scorecard meet the analytical needs of the VA as determined by the COR and VA PM.

5.0 TRAVEL

The Government anticipates travel under this effort to perform the tasks associated with the effort. The Government anticipates two trips to Washington, D.C. to attend program-related meetings at the beginning and end of each contract period. Any other program-related meetings are anticipated to be conducted virtually unless otherwise agreed upon between the NCA PM and contractor.

The total estimated number of trips in support of this effort is detailed above (typically four people per site visit and typically two days per trip; exceptions, such as needing additional personnel or additional days per trip, will likely only apply to site visits with more than one site; see notes in site visit schedule). The Contractor is required to carry out on-site reviews with one NCA staff member facilitating each visit. Some site visits involve co-located cemeteries. At the kick-off meeting for each period of performance,

NCA will provide the site visit schedule for the period and will reasonably work with the contractor to adjust site visit dates on a case-by-case basis.

Travel will be conducted in accordance with the Federal Travel Regulations.

6.0 GOVERNMENT-FURNISHED RESOURCES

The following resources will be provided:

- Government Furnished Information: Digital cameras for each site visit; training materials and documents to support on-site review execution such as templates, report documents and team guides.

The following resources are required to conduct on-site reviews and are not provided by the Government:

- Digital levels and measuring tapes. The Government will provide recommendations on equipment as requested by the Contractor.

7.0 CONTRACTOR EXPERIENCE REQUIREMENTS - KEY PERSONNEL

Certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as key personnel and are those persons whose resumes were submitted. The contractor agrees that the key personnel shall not be removed, diverted, or replaced from work without approval of the CO and COR.

- All key contractor reviewer personnel will have at least two years of experience serving as a program and/or performance auditors/assessors.
- All key contractor personnel will have expertise in the use of the Microsoft Office Suite to collect, analyze and report data.

Any personnel the contractor offers as substitutes for those identified as Key Personnel shall have the ability and qualifications equal to or better than the Key Personnel who are being replaced. Requests to substitute personnel must be approved by the COR and/or the CO. All requests for approval of substitutions in personnel shall be submitted to the COR and the CO within 30 calendar days prior to making any change in key personnel. The request shall be written and provide a detailed explanation of the circumstances necessitating the proposed substitution and explain how the individual meets the qualifications. The COR and CO will evaluate such requests and promptly notify the contractor of approval or disapproval thereof in writing.

7.1 PERFORMANCE METRICS

The table below defines the Performance Metrics associated with this effort:

Performance Objective	Performance Standard	Acceptable Performance Levels
1. Technical Needs	Shows understanding of requirements Efficient and effective in meeting requirements Meets technical needs and mission requirements Offers quality services/products	Satisfactory or higher

2. Project Milestones and Schedule	Quick response capability Products completed, reviewed, delivered in timely manner Notifies customer in advance of potential problems	Satisfactory or higher
3. Project Staffing	Currency of expertise Personnel possess necessary knowledge, skills and abilities to perform tasks	Satisfactory or higher
4. Value Added	Provided valuable service to Government Services/products delivered were of desired quality	Satisfactory or higher

The Government will utilize a Quality Assurance Surveillance Plan (QASP) throughout the life of the contract to ensure that the Contractor is performing the services required by this PWS in an acceptable manner. The Government reserves the right to alter or change the QASP at its own discretion. A Performance Based Service Assessment Survey will be used in combination with the QASP to assist the Government in determining acceptable performance levels. The COR will determine if the performance of the Contractor is below a metric standard and deem it unacceptable. The COR will then notify the Contracting Officer.

7.2 SECURITY / POSITION SENSITIVITY

Position Sensitivity	Background Investigation (in accordance with Department of Veterans Affairs 0710 Handbook, "Personnel Security Suitability Program," Appendix A)
Low	National Agency Check with Written Inquiries (NACI) A NACI is conducted by OPM and covers a 5-year period. It consists of a review of records contained in the OPM Security Investigations Index (SII) and the DOD Defense Central Investigations Index (DCII), FBI name check, FBI fingerprint check, and written inquiries to previous employers and references listed on the application for employment. In VA it is used for Non-sensitive or Low Risk positions.
Moderate	Moderate Background Investigation (MBI) A MBI is conducted by OPM and covers a 5-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check], a credit report covering a period of 5 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, law enforcement check; and a verification of the educational degree.
High	Background Investigation (BI) A BI is conducted by OPM and covers a 10-year period. It consists of a review of National Agency Check (NAC) records [OPM Security Investigations Index (SII), DOD Defense Central Investigations Index (DCII), FBI name check, and a FBI fingerprint check report], a credit report covering a period of 10 years, written inquiries to previous employers and references listed on the application for employment; an interview with the subject, spouse, neighbors, supervisor, co-workers; court records, law enforcement check, and a verification of the educational degree.

The position sensitivity and the level of background investigation commensurate with the required level of access for the following tasks within the PWS are as follows:

<u>Task Number</u>	Position Sensitivity and Background Investigation Requirements		
	<u>Low/NACI</u>	<u>Moderate/MBI</u>	<u>High/BI</u>
5.1.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.1.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The PWS tasks identified above and the resulting Position Sensitivity and Background Investigation requirements identify, in effect, the Background Investigation requirements for Contractor individuals, based upon the tasks the particular Contractor individual will be working. The submitted staffing plan must indicate the required Background Investigation Level for each Contractor individual based upon the tasks the Contractor individual will be working, in accordance with their submitted proposal.

8.0 SCHEDULE

This contract shall include a period of twelve months, with four option periods, and is estimated as follows:

- Base Period: October 1, 2017 – September 30, 2018
- Option Period 1: October 1, 2018 – September 30, 2019
- Option Period 2: October 1, 2019 – September 30, 2020
- Option Period 3: October 1, 2020 – September 30, 2021
- Option Period 4: October 1, 2021 – September 30, 2022

Option Periods are subject to the availability of appropriated funds, acceptable contractor performance, on-going Government need and will be executed in accordance with FAR 52.217-9.

SECTION C - CONTRACT CLAUSES

C.1 DIGNITY STANDARDS

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

C.2 SBA ACT 8(d)(13)(B)

(B) NOTICE.—

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

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

C.3 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

(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, 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 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.4 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.5 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through 09-30-2022.

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

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

(End of Clause)

C.6 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE I (APR 1984)

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

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

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the

order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 09-30-2022.

(End of Clause)

C.7 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.8 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 five (5) years.

(End of Clause)

C.9 52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "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).

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

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

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

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) 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 will be made to a service-disabled veteran-owned small business concern.

(d) *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 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 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 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 service-disabled veteran-owned small business concerns.

(e) 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)

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

(End of Clause)

C.10 52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014) ALTERNATE I (DEC 2007)

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

"Computer database" or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"—

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights", as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data", means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See 41 U.S.C. 116).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid- up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid- up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing

for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of Clause)

C.11 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

(a) *Workers' compensation and employers liability*: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are

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

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

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

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

(End of Clause)

C.12 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 09-30-2018. 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 09-30-2018, 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.13 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

C.14 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the

plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of Clause)

C.15 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of Clause)

C.16 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

Digital Camera

(End of Clause)

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

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

(End of Clause)

C.18 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern or SDVSOB”:

(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 (see VAAR 802.201 Surviving Spouse definition);

(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;

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(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 verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified 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, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 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 Presentation and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

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

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

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

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

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

(End of Clause)

C.21 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

- <http://www.acquisition.gov/far/index.html>
- <http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE	JUL 2016

52.228-5	MAINTENANCE INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

C.22 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

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

(4) 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 2016) (Pub. L. 109–282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (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 (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (NOV 2016) of 52.219-9.

(v) Alternate IV (NOV 2016) 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 (JAN 2017) (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 (OCT 2016) (E.O. 13126).

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

(28) 52.222-26, Equal Opportunity (SEP 2016) (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

(37)(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.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 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.)

(40)(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.

(41)(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.

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

(43)(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.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

(47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

(49)(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.

(50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 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).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

(58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

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

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

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

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

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

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

Employee Class

Monetary Wage-Fringe Benefits

(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) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(11) 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 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.

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

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

(x) 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.

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

(xii)(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).

(xiii) 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).

(xiv) 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).

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

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

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 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.

(xxiii) 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

See attached document: ATTACHMENT A - VA Handbook 6500.6_Appendix C.

See attached document: ATTACHMENT B - Vendor eCMS Portal Guide.

See attached document: ATTACHMENT C- Business Management Questionnaire.

See attached document: Wage Determination Missouri.

See attached document: Wage Determination Iowa.

See attached document: Wage Determination Kansas.

See attached document: Wage Determination Guam.

See attached document: Wage Determination Ohio.

See attached document: Wage Determination Wyoming.

See attached document: Wage Determination Montana.

See attached document: Wage Determination Missouri Pulaski.

See attached document: Wage Determination Massa.

See attached document: Wage Determination Mississippi.

See attached document: Wage Determination South Carolina.

See attached document: Wage Determination New Jersey.

See attached document: Wage Determination Wisconsin.

See attached document: WD Maryland, DC, Virginia.

See attached document: Wage Determination Nebraska.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JAN 2017)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative 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) *Unique entity identifier.* (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 “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

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

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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

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

The solicitation closes on September 18, 2017 at 9:00AM EST. All QUESTIONS AND QUOTES shall be submitted through the Department of Veterans Affairs - Electronic Management System (eCMS) Vendor Portal website to be considered for award. <https://www.vendorportal.ecms.va.gov>.

ATTACHMENT B: VENDOR GUIDE IS ATTACHED TO THIS RFQ FOR YOUR INSTRUCTION. All questions must be received by no later than September 15, 2017 at 12:00pm EST to give reasonable time to respond to questions prior to close of the solicitation. No questions will be accepted after September 15, 2017 at 12:00pm EST. The solicitation closes on September 18, 2017 at 9:00AM EST. PLEASE SEE THE ATTACHED SOLICITATION DOCUMENT AND ATTACHMENTS.

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

IT IS THE CONTRACTOR'S RESPONSIBILITY FOR ENSURING PROPER SUBMISSION OF THEIR QUOTES IN THE VENDOR PORTAL. PROCEDURES FOR UPDATING ALREADY SUBMITTED QUOTES ARE PROVIDED IN THE VENDOR PORTAL GUIDE.

Please go 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 their quotes through the Vendor Portal domain, prior to the deadline for submission of quotes, contact the VAAS helpdesk at 1-877-634-3739, or via email at VA.Acquisition.Systems@va.gov. Quotes transmission/successful uploads must be completed by the deadline for submission of Quotes.

Offerors unable to submit their quotes through VA eCMS Vendor Portal, may submit their quotes via email, PROVIDED THE VA eCMS Vendor Portal registration requirements have been fulfilled AND Offerors have contacted the VAAS helpdesk for assistance in their quotes submission. A copy of the email correspondence with the VAAS helpdesk shall be forwarded to the Contract Specialist, Antionette Collins-Somerville, at Antionette.Collins-Somerville@va.gov as proof of email correspondence. If a request for assistance with the VAAS helpdesk proves unsuccessful in an Offeror's ability to submit a quotes prior to the closing date, via the 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 quotes via the Portal. The offeror shall receive approval from the contracting officer prior to submitting quotes via email. This document shall be submitted with the Offeror's quotes.

In the event an Offeror has not requested submission assistance from the VAAS help desk prior to the closing date, nor has submitted correspondence that identifies reasons why the Offeror could not submit their quotes via Vendor Portal, the Offeror will be considered non-responsive and the quotes, if late, will not be accepted.

Quote shall include the information listed below. Quotes that fail to furnish the required information, or reject the terms and conditions of the RFQ may be excluded from further consideration. The following factors will be considered when evaluating the quotes: Technical and Price. The Offeror's quote shall

consist of three (3) volumes. The Volumes are I –Technical& Past Performance, Volume II – Price, and Volume III - Certifications & Representations.

2. RFQ FILES. Offerors' quotations shall be submitted in accordance with the following instructions:

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. Quotation page limitations are not applicable to this procurement. All files will be submitted as either a Microsoft Excel (.XLS) file or an Acrobat (PDF) file or compatible as indicated in the table. Page size shall be no greater than 8 1/2" x 11" with printing on one side, only. The top, bottom, left and right margins shall be a minimum of one inch (1") each. Font size shall be no smaller than 12-point. Arial or Times New Roman fonts are recommended. Characters shall be set at no less than normal spacing and 100% scale. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape. Line spacing shall be set at no less than single space. Each paragraph shall be separated by at least one blank line. Page numbers, company logos, and headers and footers may be within the page margins ONLY, and are not bound by the 12-point font requirement. Footnotes to text shall not be used. All proprietary information shall be clearly and properly marked. Pages in violation of these instructions, either by exceeding the margin, font or spacing restrictions will not be evaluated.

a. File Packaging. All of the quote files may be compressed (zipped) into one file entitled "quote.zip" using WinZip version 6.2 or later version or the quote files may be submitted individually.

b. Content Requirements. All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the quote and provide an adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each quote. The titles and page limits requirements for each file are shown in the Table below:

Volume Number	Factor	File Name	Page Limitations*
Volume I	Technical & Past Performance:	(Company Name) Tech.pdf	50
Volume II	Price	(Company Name) Price.xls	None
Volume III	Offer & Award Documents, 1449, Certifications & Representations	(Company Name) OfrRep.pdf	None

A Table of Contents and/or a glossary of abbreviations or acronyms will not be included in the page count of the technical Volume. However, be advised that all information contained within any Table of Contents and/or glossary of abbreviations or acronyms submitted with an Offeror's quote will not be evaluated by the Government.

VOLUME I- TECHNICAL & PAST PERFORMANCE

Offerors shall propose a detailed approach that addresses the following:

Corporate Resources and Ability to Effectively Manage the Performance Work Statement.

Past Performance shall include three references based on the Quoter's past performance record, the Government has a reasonable expectation that the Quoter has the technical capability, by the size, scope, complexity, and results achieved in the completion of actual contracts/task orders like those expected under this contract.

VOLUME II – PRICE

The Price Quote does not have a page limitation; however, Contractor's quotes shall provide detailed information that provides a list of price.

The contractor's price quote must be separated from the technical submittal. The contractor shall propose firm fixed price. The quotes that fail to furnish the required information, or reject the terms and conditions of the RFQ may be excluded from further consideration.

VOLUME III - OFFER AND AWARD

DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS

Certifications and Representations - An Acrobat PDF file shall be created to capture the signatures for submission. This Volume shall contain the following:

- Legal Business/Company Name (as it is indicated in www.sam.gov)
- DUNS Number
- Point of Contact Name
- Telephone number
- E-Mail Address

SF 1449, Acknowledgement of Amendments, if any.

Any proposed exceptions to solicitation terms and conditions

Offerors are hereby advised that any Offeror-imposed terms and conditions which deviate from the Government's material terms and conditions established, may render the Offeror's quote Unacceptable, and thus ineligible for award.

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)

E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

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

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

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

(b) The Offeror represents that—

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

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

(End of Provision)

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Department of Veterans Affairs

NCA Contracting Service
75 Barrett Heights Rd. Suite 309

Stafford VA 22556

Mailing Address:

Department of Veterans Affairs

NCA Contracting Service
75 Barrett Heights Rd. Suite 309

Stafford VA 22556

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

(End of Provision)

E.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT ALTERNATE I (JUL 2013)	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016

E.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

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

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

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

(End of Provision)

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

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

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

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

E.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

(End of Addendum to 52.212-1)

E.10 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

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

Price

Technical

Past Performance

All quotes shall be subject to evaluation by Government personnel. The Government reserves the right to award without discussions based upon the initial evaluation of quotes. The quote will be evaluated strictly in accordance with its written content. Quotes which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Award will be made to Offeror whose price for items are lowest among all quotes that were deemed to be technically acceptable. Offerors who fail to meet the technical requirements of the solicitation will be rated Unacceptable and thus, ineligible for award.

1. Price:

The Government will evaluate offers by adding the total of all line item prices, including all options. The Total Evaluated Price will be that sum.

2. Technical & Past Performance:

Technical: Corporate Resources: The evaluation process will consider whether the quote demonstrates a clear understanding of their corporate resources and ability to effectively manage the performance work statement.

Past Performance: Quote must include three references based on the Quoter's past performance record, the Government has a reasonable expectation that the Quoter has the technical capability, by the size, scope, complexity, and results achieved in the completion of actual contracts/task orders similar to those expected under this contract. The Government may also obtain information from customers known to the Government, consumer protection organizations, and any other sources that may have useful and relevant information with regards to performance history/experience.

To assist in this determination, Quoter's are required to complete the Business Management Questionnaire, please see Attachment C.

Evaluation Process: A Responsibility Determination will be made in accordance with FAR 9.1 Responsible Prospective Contractors. The Government will make use of several data bases to aid in establishing a more complete picture of responsibility and ability the databases include, but are not limited to Experian, PPIRS, EPLS, VetBiz and SBA.

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

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

(End of Provision)

E.11 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JAN 2017)

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) Web site 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 (u) of this provision.

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

Administrative merits determination means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Arbitral award or decision means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

Civil judgment means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

DOL Guidance means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’ “. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

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.

Enforcement agency means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

(1) Department of Labor Wage and Hour Division (WHD) for—

(i) The Fair Labor Standards Act;

(ii) The Migrant and Seasonal Agricultural Worker Protection Act;

(iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;

(iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;

(v) The Family and Medical Leave Act; and

(vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for—

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

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).

Labor compliance agreement means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

Labor laws means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.

- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

Labor law decision means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

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.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

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

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

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* 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 unique entity identifier 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).

(s) *Representation regarding compliance with labor laws (Executive Order 13673).* If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror does does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror does does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

(i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

(ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) 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 representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)