

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO.		PAGE 1 OF 73	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA786-17-R-0864	
6. SOLICITATION ISSUE DATE 11-03-2017		7. FOR SOLICITATION INFORMATION CALL: a. NAME Katherine Iacovelli		b. TELEPHONE NO. (No Collect Calls) 540-658-7231		8. OFFER DUE DATE/LOCAL TIME 11-28-2017	
9. ISSUED BY Department of Veterans Affairs NCA Contracting Service  75 Barrett Heights Rd. Suite 309 Stafford VA 22556				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$7.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO Quincy National Cemetery  36th and Maine Street Quincy, IL 62301		16. ADMINISTERED BY Department of Veterans Affairs NCA Contracting Service  75 Barrett Heights Rd. Suite 309 Stafford, VA 22556			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  http://www.tungsten-network.com/customer-campaigns/veterans-affairs/  PHONE:1-877-752-0900 FAX:			
TELEPHONE NO.		DUNS:		DUNS+4:			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This solicitation is for a Base and 4 contract at QNC for Grounds Maintenance.  SUBMIT PROPOSAL VIA VA eCMS VENDOR PORTAL WEBSITE AT HTTPS://WWW.VENDORPORTAL.ECMS.VA.GOV  SUBMISSION FOR ALL QUESTIONS NLT 2 PM ON NOVEMBER 20 , 2017 TO: katherine.iacovelli@va.gov  CONTRACTOR INFORMATION: DUNS #: EMAIL ADDRESS: PHONE #:  SITE VISIT, only 1 organized. November 8 <sup>th</sup> , 9am local time Meet at 36 <sup>th</sup> and Maine St., there are no buildings to meet in.  If you cannot participate, you may visit during normal business hours, but there will be no one to give a tour or answer questions.  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA					<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Katherine Iacovelli		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: Contract 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:

[X] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management

**3. INVOICES:** Invoices shall be submitted in arrears:

Other: After acceptance of Government

**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/>

### 5. CONTENTS OF INVOICE:

- Contractor Information (Name, Complete Address, Telephone Number, Taxpayer Identification Number)
- Date of Invoice
- Date of Period of Invoice Performance
- Invoice Number
- Obligation/Invoice Number (Only one purchase order may be included on each invoice submitted)
- Cemetery Name
- Unit Cost
- Total Invoice Amount
- Service/Item(s) provided

### 6. SOLICITATIONS:

**Failure to submit all required documentation as required may result in your submission being determined non-responsive and removed from further consideration.**

### 7. MISSING PAGES:

It is the responsibility of the offeror to examine this solicitation to verify that he or she has received all pages. In addition, in compiling this package, some pages may have been duplicated. If the offeror feels

that pages are missing or duplicated, the offeror is encouraged to contact the Contracting Officer at the telephone number shown in Block 7B, Standard Form 1442, Solicitation / Contract / Order for Commercial Items.

## 8. TIME OF DELIVERY:

Work is to be performed Monday through Friday, 8:00 a.m. – 4:30 p.m., except Federal Holidays and except as defined in Block 8 of the SF 1449.

## 9. POST AWARD CONFERENCE:

Prior to commencement of work, contract awardee and a representative of all subcontractors are required to attend a post award conference with Contracting Officer's Representative and Contracting Officer/Specialist to assure that all parties understand all contractual obligations and the role that each party serves.

## 10. GOVERNMENT HOLIDAYS:

Holidays observed by the Federal Government:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

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

## 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 SCHEDULE OF PRICES**

The term of the contract shall be from Date of Award thru September 30, 2018 with four (4) option years if exercised. (Schedule in accordance with sections 2.0 - 5.0 in the SOW)

**Base Period:** Date of Contract Award through September 30, 2018. Turf coverage of 1.6 acres

CLIN	Item Description	Est Qty	Unit	Unit Cost	Total Price Est.
0001	Mowing, Turf coverage of 1.6 acres (Oct 1, 2017- Nov 15, 2017; April 1, 2018- Sept 30, 2018)	35	job	\$_____	\$_____
0002	Trimming (Oct 1, 2017- Nov 15, 2017; April 1, 2018- Sept 30, 2018)	35	job	\$_____	\$_____
0003	Edging	8	job	\$_____	\$_____
0004	Grounds clean-up	104	ea	\$_____	\$_____
0005	Mulching leaves ( Oct 1 - Jan 1)	10	wk	\$_____	\$_____
0006	Fertilizer applications Application #3- Final Mowing Application #1-June 1 Application #2- Sept 1	3	job	\$_____	\$_____
0007	Pre-emergence herbicide applications (Mid to late April, and June)	2	job	\$_____	\$_____
0008	Post-emergence herbicide applications (October, Mid to late May)	2	job	\$_____	\$_____
0009	Nutsedge herbicide applications (June)	1	job	\$_____	\$_____
0010	Core aeration of burial area (Sept)	1	job	\$_____	\$_____
0011	Overseeding of core-aerated turf (Sept)	1	job	\$_____	\$_____
0012	Mole control	12	mo	\$_____	\$_____
0013	Cleaning headstones	650	ea	\$_____	\$_____
0014	Lowering/raising flag	6	job	\$_____	\$_____
0015	Snapshot mulch beds	2	job	\$_____	\$_____
0016	Snow removal	12	job	\$_____	\$_____
0017	Grub control	1	job	\$_____	\$_____

**Total Price for Base Period:** \_\_\_\_\_

**Option Year One:** October 01, 2018 through September 30, 2019. Turf coverage of 1.6 acres

CLIN	Item Description	Est Qty	Unit	Unit Cost	Total Price Est.
1001	Mowing (Oct 1, 2018- Nov 15, 2018; April 1, 2019- Sept 30, 2019)	35	job	\$_____	\$_____
1002	Trimming (Oct 1, 2019- Nov 15, 2019; April 1, 2019- Sept 30, 2019)	35	job	\$_____	\$_____
1003	Edging	8	job	\$_____	\$_____
1004	Grounds clean-up	104	ea	\$_____	\$_____
1005	Mulching leaves ( Oct 1 - Jan 1 )	10	wk	\$_____	\$_____
1006	Fertilizer applications Application #3- Final Mowing Application #1-June 1 Application #2- Sept 1	3	job	\$_____	\$_____
1007	Pre-emergence herbicide applications (Mid to late April, and June)	2	job	\$_____	\$_____
1008	Post-emergence herbicide applications (October, Mid to late May)	2	job	\$_____	\$_____
1009	Nutsedge herbicide applications (June)	1	job	\$_____	\$_____
1010	Core aeration of burial area (Sept)	1	job	\$_____	\$_____
1011	Overseeding of core-aerated turf (Sept)	1	job	\$_____	\$_____
1012	Mole control	12	mo	\$_____	\$_____
1013	Cleaning headstones	650	ea	\$_____	\$_____
1014	Lowering/raising flag	6	job	\$_____	\$_____
1015	Snapshot mulch beds	2	job	\$_____	\$_____
1016	Snow removal	12	job	\$_____	\$_____
1017	Grub control	1	job	\$_____	\$_____

**Total Price for Option Year One:** \_\_\_\_\_



**Option Year Two:** October 01, 2019 through September 30, 2020. Turf coverage of 1.6 acres

CLIN	Item Description	Est Qty	Unit	Unit Cost	Total Price Est.
2001	Mowing (Oct 1, 2019- Nov 15, 2019; April 1, 2020- Sept 30, 2020)	35	job	\$_____	\$_____
2002	Trimming (Oct 1, 2019- Nov 15, 2019; April 1, 2020- Sept 30, 2020)	35	job	\$_____	\$_____
2003	Edging	8	job	\$_____	\$_____
2004	Grounds clean-up	104	ea	\$_____	\$_____
2005	Mulching leaves ( Oct 1 - Jan 1 )	10	wk	\$_____	\$_____
2006	Fertilizer applications Application #3- Final Mowing Application #1-June 1 Application #2- Sept 1	3	job	\$_____	\$_____
2007	Pre-emergence herbicide applications (Mid to late April, and June)	2	job	\$_____	\$_____
2008	Post-emergence herbicide applications (October, Mid to late May)	2	job	\$_____	\$_____
2009	Nutsedge herbicide applications (June)	1	job	\$_____	\$_____
2010	Core aeration of burial area (Sept)	1	job	\$_____	\$_____
2011	Overseeding of core-aerated turf (Sept)	1	job	\$_____	\$_____
2012	Mole control	12	mo	\$_____	\$_____
2013	Cleaning headstones	650	ea	\$_____	\$_____
2014	Lowering/raising flag	6	job	\$_____	\$_____
2015	Snapshot mulch beds	2	job	\$_____	\$_____
2016	Snow removal	12	job	\$_____	\$_____
2017	Grub control	1	job	\$_____	\$_____

**Total Price for Option Year Two:** \_\_\_\_\_

**Option Year Three:** October 01, 2020 through September 30, 2021. Turf coverage of 1.6 acres

CLIN	Item Description	Est Qty	Unit	Unit Cost	Total Price Est.
3001	Mowing (Oct 1, 2020- Nov 15, 2020; April 1, 2021- Sept 30, 2021)	35	job	\$_____	\$_____
3002	Trimming (Oct 1, 2020- Nov 15, 2020; April 1, 2021- Sept 30, 2021)	35	job	\$_____	\$_____
3003	Edging	8	job	\$_____	\$_____
3004	Grounds clean-up	104	ea	\$_____	\$_____
3005	Mulching leaves ( Oct 1 - Jan 1 )	10	wk	\$_____	\$_____
3006	Fertilizer applications Application #3- Final Mowing Application #1-June 1 Application #2- Sept 1	3	job	\$_____	\$_____
3007	Pre-emergence herbicide applications (Mid to late April, and June)	2	job	\$_____	\$_____
3008	Post-emergence herbicide applications (October, Mid to late May)	2	job	\$_____	\$_____
3009	Nutsedge herbicide applications (June)	1	job	\$_____	\$_____
3010	Core aeration of burial area (Sept)	1	job	\$_____	\$_____
3011	Overseeding of core-aerated turf (Sept)	1	job	\$_____	\$_____
3012	Mole control	12	mo	\$_____	\$_____
3013	Cleaning headstones	650	ea	\$_____	\$_____
3014	Lowering/raising flag	6	job	\$_____	\$_____
3015	Snapshot mulch beds	2	job	\$_____	\$_____
3016	Snow removal	12	job	\$_____	\$_____
3017	Grub control	1	job	\$_____	\$_____

**Total Price for Option Year Three:** \_\_\_\_\_

**Option Year Four:** October 01, 2021 through September 30, 2022. Turf coverage of 1.6 acres

CLIN	Item Description	Est Qty	Unit	Unit Cost	Total Price Est.
4001	Mowing (Oct 1, 2021- Nov 15, 2021; April 1, 2022- Sept 30, 2022)	35	job	\$_____	\$_____
4002	Trimming (Oct 1, 2021- Nov 15, 2021; April 1, 2022- Sept 30, 2022)	35	job	\$_____	\$_____
4003	Edging	8	job	\$_____	\$_____
4004	Grounds clean-up	104	ea	\$_____	\$_____
4005	Mulching leaves ( Oct 1 - Jan 1 )	10	wk	\$_____	\$_____
4006	Fertilizer applications Application #3- Final Mowing Application #1-June 1 Application #2- Sept 1	3	job	\$_____	\$_____
4007	Pre-emergence herbicide applications (Mid to late April, and June)	2	job	\$_____	\$_____
4008	Post-emergence herbicide applications (October, Mid to late May)	2	job	\$_____	\$_____
4009	Nutsedge herbicide applications (June)	1	job	\$_____	\$_____
4010	Core aeration of burial area (Sept)	1	job	\$_____	\$_____
4011	Overseeding of core-aerated turf (Sept)	1	job	\$_____	\$_____
4012	Mole control	12	mo	\$_____	\$_____
4013	Cleaning headstones	650	ea	\$_____	\$_____
4014	Lowering/raising flag	6	job	\$_____	\$_____
4015	Snapshot mulch beds	2	job	\$_____	\$_____
4016	Snow removal	12	job	\$_____	\$_____
4017	Grub control	1	job	\$_____	\$_____

**Total Price for Option Year Four:** \_\_\_\_\_

<b>Sub Total-Base Period:</b>	\$_____
<b>Sub Total-Option Year One:</b>	\$_____
<b>Sub Total-Option Year Two:</b>	\$_____
<b>Sub Total-Option Year Three:</b>	\$_____
<b>Sub Total-Option Year Four:</b>	\$_____
<b>Contract Total:</b>	\$_____

## **B.4 STATEMENT OF WORK/SPECIFICATION**

### **GROUND'S MAINTENANCE QUINCY NATIONAL CEMETERY**

#### **1.0 GENERAL REQUIREMENTS**

Quincy National Cemetery is a National Shrine. National Cemeteries are a final resting place for our nation's heroes and as such, the standards for management, maintenance and appearance of these cemeteries have been established by the National Cemetery Administration to reflect this nation's concern and respect for those interred there. For this reason, the Contractor's strict adherence to the specifications is required and essential.

#### **1.1 RESPONSIBILITIES**

a. The Contractor shall furnish all labor, supervision, materials, supplies, tools and equipment required to perform the work called for in this contract, unless otherwise indicated herein, at:

**Quincy National Cemetery**  
Quincy, IL 62301

b. The administration of this contract will be by the Contracting Officer (CO), National Cemetery Administration, Centralized Contracting Division, Stafford, VA 22556.

c. The Contractor shall furnish a copy of the specifications contained in this contract to each of their employees performing work under the contract to ensure their complete familiarity with the requirements stated herein.

#### **1.2 PERIOD OF PERFORMANCE**

The period of performance shall consist of a base and four (4) 12-month option years. The period of performance reads as follows:

Base Year:	Date of Contract Award through 30 September 2018
Option Year 1	1 October 2018 through 30 September 2019
Option Year 2	1 October 2019 through 30 September 2020
Option Year 3	1 October 2020 through 30 September 2021
Option Year 4	1 October 2021 through 30 September 2022

#### **1.3 HOURS OF OPERATION**

The Contractor is responsible for conducting business between the hours of 7:30 a.m. Central Standard Time (CST) and 4:00p.m CST Monday through Friday, except Federal Holidays or in the case of a local or national emergency, or as otherwise arranged with the COR. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of the contract services.

#### **1.4 STANDARDS OF EMPLOYEE CONDUCT**

The Contractor's personal appearance and conduct shall be professional and unobtrusive at all times. Questions from Cemetery visitors shall be politely referred or directed to cemetery personnel. The Contractor and Contractor personnel shall be required to adhere to the following standards of dress and conduct while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Section 218:

1. Shirts, T-shirts, long pants, neat jeans are permissible. Contractor and Contractor personnel shall be fully clothed at all times, to include an upper garment to cover the body from waist to neck. Tank tops as an outer garment are prohibited, as are any garments which have a message or slogan affixed thereon.
2. It is expected that Contractor personnel will conduct themselves in a respectful manner, not engaging in loud boisterous behavior or use profane or abusive language. Radios or cell phones are not permitted while maintaining the grounds of the Cemetery.
3. The Contractor and Contractor personnel shall not eat or drink beverages except water or non-alcoholic beverages while in the work area. The use of intoxicating beverages and/or drugs is strictly prohibited. The use of alcohol or illegal drugs on these premises is a violation of Federal Law and will not be tolerated.
4. The Contractor and Contractor personnel shall not lean, sit or stand on or against headstones or monuments. No tools or other items of equipment will be placed or leaned against headstones or monuments.
5. The Contractor and Contractor personnel shall take all necessary precautions to prevent damage to headstones, monuments, flower vases and other cemetery structures during execution of this contract. The Contractor shall be charged current replacement costs for headstones or other property damaged as a result of actions by Contractor personnel.

#### **1.5 USE OF CEMETERY FACILITIES**

- a. There are no facilities located on the property of Quincy National Cemetery.

#### **1.6 MAINTENANCE DURING CEMETERY FUNCTIONS**

The Contractor personnel shall not operate motorized equipment during special Cemetery activities. The COR or authorized representative of the COR shall furnish the Contractor with a schedule of all ceremonies 24 hours in advance of scheduled ceremonies.

#### **1.7 INSPECTION CEMETERY FACILITIES**

a. The COR will perform a weekly inspection of the Cemetery. Inspections will be tentatively scheduled five (5) (calendar) days in advance and confirmed with the Contractor 24 hours in advance of the inspection. Although the Contractor's attendance at inspections is at the discretion of the Contractor, the Contractor's attendance and participation in the inspection is strongly encouraged. Inspections may occur more frequently and may be unannounced as well. During the inspection, the appearance of the Cemetery will be observed and any deficiencies noted within the scope of the contract will be reported to the Contractor for corrective action and completion within 2 to 5 calendar days of receiving such notification from the COR. The COR will set the deadline for the correction depending on the severity of the deficiency. The COR will notify the Contract Officer of items not corrected/completed within the set time period for further action by the contracting officer.

## **1.8 PERFORMANCE OF EVALUATION MEETING**

- a. The issuance of a Contracting Discrepancy Report (CDR) may be the cause for scheduling of a meeting among the prime Contractor, CO and COR. A mutual effort will be made to resolve all problems identified. The Government will prepare written minutes of the meeting. Minutes of the meeting will be signed by the prime Contractor, CO and COR.
- b. Should the Contractor not concur with the minutes, he or she will state in writing to the CO within the ten (10) calendar day period any area he or she does not concur and explain the reasons for non-concurrence. The CO will review and consider the reasons submitted for the Contractor's non-concurrence and make a decision. The Contractor will be notified of the decision in writing within ten (10) calendar days by the CO.

## **1.9 ACTION**

- a. Normally, the COR will verbally tell the Contractor of the discrepancies the first time they occur and ask the Contractor to correct the problem. A notation will be made on the contract CDR checklist of the date and the time the deficiency was discovered and the date and time the Contractor was notified.
- b. If the Government created any of the discrepancies, these will not be counted against the Contractor's performance. When the Government has caused the Contractor to perform in an unsatisfactory manner, a letter must be written to the responsible organization element requesting corrective action to be taken.
- c. When the Contractor fails to perform satisfactorily, a CDR will be issued to the Contractor. The seriousness of the failure will determine when the CDR is to be issued.
- d. If a CDR is issued for unacceptable service, a payment reduction for that service may occur.
- e. If the Contractor does not achieve satisfactory performance by the end of the next period or agreed suspense date, another CDR may be issued and payment may be reduced for that services.

- f. Upon issuance of a third CDR, a CURE NOTICE may be issued to the Contractor. However, the CO may issue a Cure Notice at any time he or she deems appropriate.
- g. Depending on the overall performance of the Contractor, an unsatisfactory reply to the Cure Notice may result in the issuance of a SHOW CAUSE letter, followed by consideration of termination of the contract.

### **1.10 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

- a. The Contracting Officer's Representative (COR) for the contract is Cemetery Caretaker Supervisor, Quincy National Cemetery. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, monitor the Contractor's performance and notifies both the Contract Officer and the Contractor of any deficiencies; and coordinate availability of Government furnished property. The COR is not authorized to add, modify, delete or otherwise change any of the costs, specifications, provisions, requirements, or terms and conditions of the contract.
- b. The Contractor shall submit monthly inspection reports to the COR. The inspection forms will be provided to the Contractor by the COR. Any headstones that are cleaned will be listed, along with other services performed.

## **2.0 MAINTENANCE OF GROUNDS**

All work performed under this section is subject to the General Requirements which form a part of these specifications, and the Contractor shall be held responsible for and be governed by all the requirements therefore.

### **2.1 TURF MAINTENANCE – Mowing, Trimming, and Edging**

- a. Mowing: The Contractor shall begin mowing at the start of the contract when directed by the COR and continue throughout the entire growing season with the final mowing occurring as seasonal growth has ceased, ending in the fall as directed by the COR. Mowing season generally begins late March or early April and extends into November. Turfgrass shall be mowed as needed, generally weekly once growth has begun in the spring, but may be required more frequently in early Spring and less frequently during hot summer months. The turf is composed of typical lawn-type cool season species. Mowing height shall be three (3) inches unless otherwise specified by the COR. Mowing frequently shall be often enough that no more than 1/3 of the grass height is removed at any mowing. On occasions when grass height exceeds 4.5 inches, such as when weather delays mowing, cutting heights shall be raised to remove only 1/3 of the grass height, and then mowing frequency increased, with each cutting removing 1/3 of the height until the 3 inch target is again achieved. Where practical, Contractor shall reverse direction of mower travel with each mowing and vary mower wheel patterns. Any clumps or windrows of clippings left from mowing shall be dispersed or removed and any clippings adhering to headstones shall be cleaned off before the Contractor leaves the cemetery. Any mud or other debris accumulated from mowing left on sidewalks and other paved

areas will be blown/cleaned off before the Contractor leaves the cemetery. Grave decorations will be removed to permit mowing and trimming around the headstones and then will be replaced to their original location. However, if grave decorations are unsightly, the decorations will be removed.

Contractor shall clean all mowing and trimming equipment prior to arrival at the cemetery to assure that only clean and weed/grass free equipment is unloaded at the cemetery. Riding mowers shall not be operated within six (6) inches of the headstones, monuments, tree trunks, and other upright structures. Mower operators shall take the utmost care not to damage headstones, markers, floral or commemorative items, structures, survey monuments, irrigation equipment, etc., while performing mowing services. When such items are present, the Contractor will remove and replace all floral or commemorative items, etc., to their proper place. The Contractor shall repair or replace all items damaged by the Contractor at no additional cost to the cemetery as directed by the COR. At the turning areas, such as at the ends of grave rows and around trees and other objects, mower operations shall reduce ground speed and exercise care to prevent damaging turfgrass, or creating turn or ring patterns in turf from the mower tires.

The Contractor shall promptly notify the COR verbally or in writing of any defects or problems noticed in the cemetery (such as sunken spots, pest damage, downed tree limbs), especially if they are a safety concern or affect mowing operations.

#### Equipment Requirements:

- Mower type, size, and tire style shall be designed for use on high quality turf.
- Mowers shall be mulching type, without side discharge, to prevent blowing clippings onto headstones.
- Mulching blades shall be used.
- Blades shall be kept sharp so grass is cleanly cut, not torn or damaged.
- Riding mowers shall have “trim” feature on both sides to facilitate mowing either direction be side objects.

b. Trimming: Trimming of the turfgrass will be done immediately FOLLOWING (not prior to) each mowing operation, unless otherwise directed by the COR. The Contractor shall trim around all headstones and other vertical surfaces with hand-held string trimmers at the same three (3) inch height as mowed, and no shorter; scalping of the grass must be prevented. (Scalping weakens and thins turf and allows weed growth.) Care shall be taken to avoid contact with headstones, monuments, trees, shrubs, flowers, and any other desirable plant materials, etc., or any other structure that can be damaged by contact with the trimmer. Any clumps of grass clippings resulting from trimming shall be dispersed before the Contractor leaves the cemetery. Walk-behind push type trimmers (not lawn mowers), string trimmers, or manual or power trimming shears will be used to trim grass from around headstones, monuments, and fences. **Contractor shall trim all standard turf grass areas that cannot be maintained by traditional mowing equipment.**

c. Edging: Edging along the sidewalks and curbs will be completed monthly during the growing season, including one week prior to Memorial Day. Edging will be



performed with a push edger, or a stick edger. **A trimmer will not be permitted to use for any edging work.**

## **2.2 CLEAN-UP**

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

b. Requirements

1. All trash, debris, fallen tree limbs, and dead or unsightly flowers, will be removed from the entire Cemetery grounds (includes perimeter areas, drives, walks, and landscaping) a minimum of twice weekly (e.g., Monday & Friday) and more often when necessary during the period of the contract.
2. Flowers will be removed from graves when they become withered, faded or unsightly. All other grave decorations will be removed after consulting with the Cemetery Director or his designee.
3. The Contractor shall provide necessary labor and suitable conveyance each work day for pickup of this debris from Cemetery grounds.
4. Removal of debris and disposal away from the Cemetery grounds shall be the responsibility of the Contractor.
5. The Contractor shall assure that Cemetery grounds are in a clean condition after each storm. The Contractor shall initiate action to pick-up scattered debris (limbs, twigs, branches, leaves, etc.) resulting from storms, winds and natural falling as soon as the weather permits.

## **2.3 LEAF COLLECTION**

a. Work consists of collecting and removing all fallen leaves and twigs from the Cemetery grounds and the immediate area outside the Cemetery.

b. General Requirements: Leaf mulching (to return to soil by mulching deck mowers) will be accomplished from 1 October through 1 January of the contract year. All fallen leaves not mulched and returned to soil must be removed during this period, except when delayed by the onset of severe weather conditions (snow/ice). The Contractor shall schedule removal work accordingly.

c. Procedures

1. Beginning 1 October, the Contractor shall use mulching deck mowers to shred all fallen leaves on a weekly basis to avoid heavy build-up of leaves.
2. Heavy accumulations of fallen leaves will not be mulched, but collected and removed from Cemetery grounds to prevent damage to (smothering of) turf.

3. The Contractor shall inspect all areas of the Cemetery during this period and insure that there is no accumulation of leaves in any area.

### **3.0 TURF MAINTENANCE – Fertilization**

a. All work performed under sections 3.0-3.3 shall be in accordance with the specifications and the contract's General requirements. The Contractor shall be responsible for maintaining the turf area of the Cemetery in healthy condition by proper application of fertilizers and herbicides.

b. Equipment and Supplies

1. The Contractor shall supply all necessary equipment and supplies necessary in the performance of the contract.

c. Procedure

1. The Contractor shall be responsible for taking all precautions to prevent damage to the Cemetery, in any manner, including headstones, monuments, trees, turf and structures during maintenance operations. The Contractor shall be charged current replacement costs for headstones or other cemetery structures/property damaged as a result of action by Contractor personnel.

2. Fertilizer at the recommended rate stated below per 1000 square feet. It shall be applied by the Contractor three (3) times each year, within a week before or after:

Application # 1---June 1--- 1.0 lb actual N per 1000sq.ft

Application # 2---Sep 1--- 1.0 lb actual N per 1000sq.ft

Application # 3---Final Mowing--- 1.5 lb actual N per 1000sq.ft

The third and final application will be late fall when grass is mowed for the last time of the season.

- a. Fertilizer shall have at least 40% of the N (nitrogen) in a slow or controlled release form (such as sulfur coated urea), and shall have an N-P-K ratio of approximately 4-1-2 or 3-1-2 (e.g., 24-6-12 or 30-10-20). If local or state law prohibits use of phosphorous fertilizer on established turf then the ratio shall be approximately 2-0-1 or 3-0-2. No iron may be included in the fertilizer due to its potential to stain headstones. At Contractor's option, application #3 (late fall, 1.5 lbs actual N) may be a 100% water soluble N fertilizer (such as straight urea) with no P or K.

### **3.1 TURF MAINTENANCE – Weed Control**

- a. Herbicide applications are to include two post-emergence treatments to control established broadleaf weeds, two pre-emergence treatments to prevent growth of annual grasses, and, if needed, an application targeting yellow nutsedge (using a herbicide with

strong activity on yellow nutsedge, such as the products ‘Dismiss’ or ‘SedgeHammer’).  
Dates of application shall be:

- (a) First pre-emergence – mid to late April (or prior to crabgrass germination, before soil is 55 degrees F)
- (b) First post-emergence – mid to late May
- (c) Second pre-emergence – June
- (d) Nutsedge application – June
- (e) Second post-emergence – October

1. Herbicides applied shall be labeled for turf use, and all label directions shall be followed. Application must be under the direction of a Certified Applicator.

2. The Contractor shall provide all water needed for spraying or other purposes.

### **3.2 TURF MAINTENANCE – Aeration, Over-seeding**

a. Work consists of core aeration of the 1.6 acre area followed immediately by over-seeding in September .

1. A commercial machine designed to core aerate turf shall be used to create or plug holes in the turf 3-4” deep.

2. Immediately following aeration the area shall be over-seeded at a rate of 3 lbs of seed per 1000 square feet (65 total lbs of seed will be required). Grass seed shall be of a fresh new crop seed complying with purity and germination requirements stipulated herein. Grass seed to approximate the following:

<b><u>Kind of Seed</u></b>	<b><u>Percentage by Weight</u></b>	<b><u>Percentage Purity</u></b>	<b><u>Percentage Germination</u></b>
Perennial Rye*	1/3	98-99	90 or above
Kentucky Blue Grass*	1/3	98-99	90 or above
Fine Fescue*	1/3	98-99	90 or above

*\*Certified Only*

3. Seed type shall be as described above, or a comparable mixture approved by the Director, Rock Island National Cemetery. Delivery tickets, indicating date, weight, analysis and vendor’s name, etc., shall be submitted to the Cemetery Director or COR.

### **3.3 TURF MAINTENANCE – Mole Control**

a. Moles have been a problem at Quincy National Cemetery. Contractor shall control moles ONLY with worm- or grub-type bait that contains bromethalin as the mole toxin (such as ‘Talpirid’, ‘Tomcat Mole Killer’, or ‘Motomco Mole Killer’), OR with traps.

### **4.0 HEADSTONE CLEANING**

- a. All work performed under this section is subject to the General Requirements and Contract Documents forming a part of these specifications, and the Contractor shall be responsible for and governed by all requirements therefore.
- b. Work consists of cleaning all headstones and markers to remove objectionable material and discoloration, such as accumulations of bird dropping or mud, moss, grass stains, residue from trees, fungus, and so forth. Approximately, 562 headstones shall require cleaning annually. The number of headstones cleaned could increase or decrease depending on cleanliness of stones throughout the year.
- c. “D/2 Antimicrobial Solution” (from Cathedral Stone Products) or Weather-Zyme (United Laboratories) are the only products to be used to clean headstones.
- d. General Requirements:
  - Headstones shall be cleaned as determined by the Cemetery Director or the Director’s designee.
  - The Contractor shall clean ALL headstones two (2) weeks prior to Memorial Day for the duration of the contract.
  - Individual headstones will be cleaned as necessary throughout the year as specified by the COR.
  - The Contractor shall furnish a monthly list identifying gravesite numbers indicating completion.
  - The headstones natural surfaces shall be retained. The headstones shall not be painted, white washed or calcimined.
- e. Procedure
  - Wet each headstone with clean water and then apply “D/2 Antimicrobial Solution” to all surfaces.
  - Lightly scrub with a soft nylon bristle brush.
  - Rinse the headstone with clean water.

## **5.0 FLYING OF FLAG**

- a. A nylon storm flag will be provided by the Rock Island National Cemetery. The Contractor shall contact Rock Island National Cemetery when a new flag is needed. The Government will also replace the halyard when needed.
- b. The flag will be lowered to half-staff for any special occasion that requires it, and raised when the order is given. The COR will instruct the Contractor when this is required.

## **6.0 AERIAL PHOTO (from Google Maps)**

See Section D for Cemetery Map and Aerial Photo

**7. PRE-EMERGENT APPLICATION**

- a. All mulch beds at Quincy National Cemetery consist of trap rock, there are no wood mulch beds. The mulch beds shall receive two pre-emergent herbicide applications per year. The first application April 1<sup>st</sup> and the second September 1<sup>st</sup>. The application will consist of a granular herbicide labeled for pre-emergence weed control in landscape beds, consisting of approximately a 4:1 ratio of trifluralin and isoxaben, such as Snapshot 2.5 TG (or equal)”

**8. SNOW REMOVAL**

- a. Work consist of removing snow and ice from cemetery entrance, driveway, all walkways on cemetery grounds and other areas as designated be the Contracting Officers Representative (COR).
- b. Snow removal shall be accomplished after an accumulative depth of two (2) inches within four (4) hours of the snowfall Monday through Friday and within an eight (8) hour period on weekends and holidays.
- c. Ice removal shall be accomplished immediately upon icing conditions. Snow removal shall be accomplished by using a plow attached to a tractor or a self -propelled unit, snow blower or shovel. The tractor or self-propelled unit shall be restricted to paved areas.
- d. Ice removal shall be accomplished by applying a de-icer. The chemical shall be of the type that will not stain or damage carpeting, flooring, turf, shrubbery, trees, walkways and driveways.

## SECTION C - CONTRACT CLAUSES

### C.1 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.2 DIGNITY CLAUSE

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

- a. Contractors cannot walk, stand, lean, sit or jump on headstones or markers. Nor can they drive over them. Contractor personnel should use tools approved by the Contracting Officer Representative (COR), such as shovels, pry bars or pinch bars to lift flat markers out of the ground; pick axes are not an acceptable tool.
- b. No tools, equipment or other items will be placed or leaned on headstones or markers
- c. Contractor shall be responsible for replacing damaged headstones and markers and for restoring turf damaged during performance of this work.
- d. 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, and Contracting Officer (CO) for guidance.

Any doubts as to proper procedures shall be brought to the attention of the COR, Director/Assistant Director, and CO for guidance or resolution.

The Contractor is **required** to discuss the guidance with their employees **and have each employee sign a statement of compliance and deliver the signed statement to the COR before work may begin.**

### 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

**C.4 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)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.203-3	GRATUITIES	APR 1984
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.246-2	INSPECTION OF SUPPLIES—FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES—FIXED-PRICE	AUG 1996
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
852.211-73	BRAND NAME OR EQUAL	JAN 2008
852.219-10	VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS SET-ASIDE	JUL 2016
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012
852.237-70	CONTRACTOR RESPONSIBILITIES	APR 1984
852.246-71	INSPECTION	JAN 2008

**C.5 52.216-18 ORDERING (OCT 1995)**

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

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

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

(End of Clause)

## **C.6 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one cycle or one CLIN, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of one month;

(2) Any order for a combination of items in excess of one month; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

## **C.7 52.216-21 REQUIREMENTS (OCT 1995)**

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

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

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

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

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

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

(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 3 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)

(End of Addendum to 52.212-4)

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

- ☐ (38) 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).
  - ☐ (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:

- [X] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- [X] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- [X] (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

- [X] (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).
- [X] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
- [X] (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**

APPENDIX 1 CEMETERY MAP

APPENDIX 2 WAGE DETERMINATION

APPENDIX 3 SAMPLE WEEKLY INSPECTION REPORT

APPENDIX 4 CUSTOMER COMPLAINT INVESTIGATION

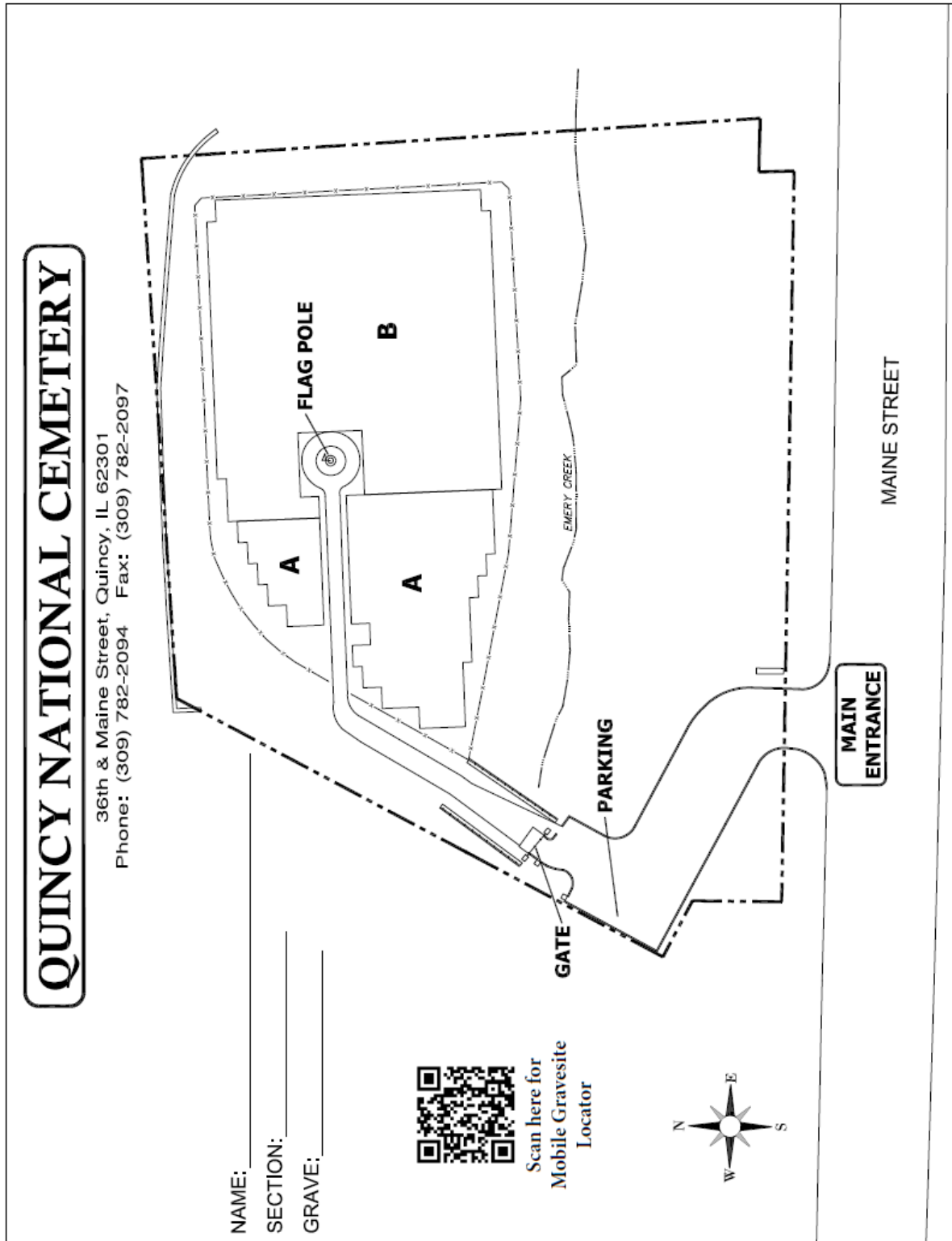
APPENDIX 5 PERFORMANCE STANDARDS

APPENDIX 6 CONTRACTOR QUALITY CONTROL REPORT

APPENDIX 7 CONTRACT DISCREPANCY REPORT

APPENDIX 8 PAST PERFORMANCE QUESTIONNAIRE

# APPENDIX 1 CEMETERY MAP



**APPENDIX 2 WAGE DETERMINATION**

WD 15-5053 (Rev.-4) was first posted on www.wdol.gov on 08/01/2017

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5053 Revision No.: 4 Date Of Revision: 07/25/2017
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the Contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on Contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Illinois

Area: Illinois Counties of Adams, Brown, Cass, Greene, Logan, Montgomery, Morgan, Pike, Scott

<b>**Fringe Benefits Required Follow the Occupational Listing**</b>		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.09
01012 - Accounting Clerk II		14.84
01013 - Accounting Clerk III		16.59
01020 - Administrative Assistant		22.42
01035 - Court Reporter		21.70
01041 - Customer Service Representative I		11.26
01042 - Customer Service Representative II		12.67
01043 - Customer Service Representative III		13.82
01051 - Data Entry Operator I		13.56
01052 - Data Entry Operator II		14.81
01060 - Dispatcher, Motor Vehicle		16.33
01070 - Document Preparation Clerk		13.48
01090 - Duplicating Machine Operator		13.48
01111 - General Clerk I		12.45
01112 - General Clerk II		13.59
01113 - General Clerk III		15.25
01120 - Housing Referral Assistant		20.00
01141 - Messenger Courier		12.02
01191 - Order Clerk I		15.02
01192 - Order Clerk II		16.47
01261 - Personnel Assistant (Employment) I		16.32
01262 - Personnel Assistant (Employment) II		18.26
01263 - Personnel Assistant (Employment) III		20.35
01270 - Production Control Clerk		23.12
01290 - Rental Clerk		12.38
01300 - Scheduler, Maintenance		16.04
01311 - Secretary I		16.04
01312 - Secretary II		17.94
01313 - Secretary III		20.00
01320 - Service Order Dispatcher		14.60
01410 - Supply Technician		22.42
01420 - Survey Worker		15.98
01460 - Switchboard Operator/Receptionist		11.87
01531 - Travel Clerk I		13.20
01532 - Travel Clerk II		14.27
01533 - Travel Clerk III		15.44
01611 - Word Processor I		14.28
01612 - Word Processor II		16.01
01613 - Word Processor III		17.92
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	20.51
05010 - Automotive Electrician	18.39
05040 - Automotive Glass Installer	17.20
05070 - Automotive Worker	17.79
05110 - Mobile Equipment Servicer	15.75
05130 - Motor Equipment Metal Mechanic	19.09
05160 - Motor Equipment Metal Worker	17.79
05190 - Motor Vehicle Mechanic	18.46
05220 - Motor Vehicle Mechanic Helper	15.23
05250 - Motor Vehicle Upholstery Worker	17.79
05280 - Motor Vehicle Wrecker	17.79
05310 - Painter, Automotive	18.37
05340 - Radiator Repair Specialist	17.79
05370 - Tire Repairer	13.46
05400 - Transmission Repair Specialist	19.09
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.33
07041 - Cook I	10.59
07042 - Cook II	11.63
07070 - Dishwasher	9.19
07130 - Food Service Worker	9.51
07210 - Meat Cutter	14.11
07260 - Waiter/Waitress	9.66
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.99
09040 - Furniture Handler	15.74
09080 - Furniture Refinisher	19.99
09090 - Furniture Refinisher Helper	16.76
09110 - Furniture Repairer, Minor	18.27
09130 - Upholsterer	19.99
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.64
11060 - Elevator Operator	10.60
11090 - Gardener	14.36
11122 - Housekeeping Aide	11.86
11150 - Janitor	11.86
11210 - Laborer, Grounds Maintenance	13.51
11240 - Maid or Houseman	9.58
11260 - Pruner	12.93
11270 - Tractor Operator	14.80
11330 - Trail Maintenance Worker	13.51
11360 - Window Cleaner	12.55
12000 - Health Occupations	
12010 - Ambulance Driver	14.74
12011 - Breath Alcohol Technician	18.65
12012 - Certified Occupational Therapist Assistant	25.58
12015 - Certified Physical Therapist Assistant	24.82
12020 - Dental Assistant	16.86
12025 - Dental Hygienist	29.79
12030 - EKG Technician	23.88
12035 - Electroneurodiagnostic Technologist	23.88
12040 - Emergency Medical Technician	14.74
12071 - Licensed Practical Nurse I	16.67
12072 - Licensed Practical Nurse II	18.65
12073 - Licensed Practical Nurse III	20.78
12100 - Medical Assistant	14.56
12130 - Medical Laboratory Technician	20.04
12160 - Medical Record Clerk	15.03
12190 - Medical Record Technician	16.84
12195 - Medical Transcriptionist	16.68
12210 - Nuclear Medicine Technologist	40.97
12221 - Nursing Assistant I	11.09
12222 - Nursing Assistant II	12.47
12223 - Nursing Assistant III	13.61
12224 - Nursing Assistant IV	15.27
12235 - Optical Dispenser	16.78
12236 - Optical Technician	15.25
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	14.61
12305 - Radiologic Technologist	26.06
12311 - Registered Nurse I	23.67
12312 - Registered Nurse II	28.95
12313 - Registered Nurse II, Specialist	28.95
12314 - Registered Nurse III	35.02
12315 - Registered Nurse III, Anesthetist	35.02

12316 - Registered Nurse IV	41.97
12317 - Scheduler (Drug and Alcohol Testing)	23.09
12320 - Substance Abuse Treatment Counselor	17.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.16
13012 - Exhibits Specialist II	21.26
13013 - Exhibits Specialist III	25.07
13041 - Illustrator I	17.16
13042 - Illustrator II	21.26
13043 - Illustrator III	25.07
13047 - Librarian	23.55
13050 - Library Aide/Clerk	13.29
13054 - Library Information Technology Systems Administrator	21.78
13058 - Library Technician	15.03
13061 - Media Specialist I	14.42
13062 - Media Specialist II	16.13
13063 - Media Specialist III	17.99
13071 - Photographer I	15.67
13072 - Photographer II	17.53
13073 - Photographer III	21.72
13074 - Photographer IV	26.22
13075 - Photographer V	30.87
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	16.41
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.69
14042 - Computer Operator II	16.81
14043 - Computer Operator III	18.74
14044 - Computer Operator IV	20.81
14045 - Computer Operator V	23.07
14071 - Computer Programmer I	(see 1) 22.94
14072 - Computer Programmer II	(see 1) 25.86
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.60
14160 - Personal Computer Support Technician	22.10
14170 - System Support Specialist	22.83
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.79
15020 - Aircrew Training Devices Instructor (Rated)	34.83
15030 - Air Crew Training Devices Instructor (Pilot)	41.73
15050 - Computer Based Training Specialist / Instructor	28.79
15060 - Educational Technologist	24.95
15070 - Flight Instructor (Pilot)	41.73
15080 - Graphic Artist	20.82
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.75
15086 - Maintenance Test Pilot, Rotary Wing	43.75
15088 - Non-Maintenance Test/Co-Pilot	43.75
15090 - Technical Instructor	17.89
15095 - Technical Instructor/Course Developer	21.88
15110 - Test Proctor	14.43
15120 - Tutor	14.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.45
16030 - Counter Attendant	10.45
16040 - Dry Cleaner	12.50
16070 - Finisher, Flatwork, Machine	10.45
16090 - Presser, Hand	10.45
16110 - Presser, Machine, Drycleaning	10.45
16130 - Presser, Machine, Shirts	10.45
16160 - Presser, Machine, Wearing Apparel, Laundry	10.45
16190 - Sewing Machine Operator	13.10
16220 - Tailor	14.02
16250 - Washer, Machine	11.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.77
19040 - Tool And Die Maker	25.73
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.20
21030 - Material Coordinator	23.12
21040 - Material Expediter	23.12

21050 - Material Handling Laborer	14.10
21071 - Order Filler	12.34
21080 - Production Line Worker (Food Processing)	17.20
21110 - Shipping Packer	13.50
21130 - Shipping/Receiving Clerk	13.50
21140 - Store Worker I	17.14
21150 - Stock Clerk	19.65
21210 - Tools And Parts Attendant	17.20
21410 - Warehouse Specialist	17.20
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.49
23019 - Aircraft Logs and Records Technician	23.71
23021 - Aircraft Mechanic I	26.36
23022 - Aircraft Mechanic II	27.49
23023 - Aircraft Mechanic III	28.63
23040 - Aircraft Mechanic Helper	21.74
23050 - Aircraft, Painter	24.80
23060 - Aircraft Servicer	23.71
23070 - Aircraft Survival Flight Equipment Technician	24.80
23080 - Aircraft Worker	24.58
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	24.58
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.36
23110 - Appliance Mechanic	23.95
23120 - Bicycle Repairer	15.21
23125 - Cable Splicer	37.73
23130 - Carpenter, Maintenance	20.93
23140 - Carpet Layer	23.14
23160 - Electrician, Maintenance	30.48
23181 - Electronics Technician Maintenance I	27.98
23182 - Electronics Technician Maintenance II	28.92
23183 - Electronics Technician Maintenance III	30.01
23260 - Fabric Worker	22.07
23290 - Fire Alarm System Mechanic	25.59
23310 - Fire Extinguisher Repairer	21.25
23311 - Fuel Distribution System Mechanic	25.59
23312 - Fuel Distribution System Operator	21.25
23370 - General Maintenance Worker	18.91
23380 - Ground Support Equipment Mechanic	26.36
23381 - Ground Support Equipment Servicer	23.71
23382 - Ground Support Equipment Worker	24.58
23391 - Gunsmith I	21.25
23392 - Gunsmith II	23.14
23393 - Gunsmith III	25.59
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.20
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.30
23430 - Heavy Equipment Mechanic	24.93
23440 - Heavy Equipment Operator	29.49
23460 - Instrument Mechanic	25.59
23465 - Laboratory/Shelter Mechanic	24.37
23470 - Laborer	14.04
23510 - Locksmith	24.37
23530 - Machinery Maintenance Mechanic	26.42
23550 - Machinist, Maintenance	24.02
23580 - Maintenance Trades Helper	14.31
23591 - Metrology Technician I	25.59
23592 - Metrology Technician II	26.67
23593 - Metrology Technician III	27.87
23640 - Millwright	25.53
23710 - Office Appliance Repairer	21.21
23760 - Painter, Maintenance	23.34
23790 - Pipefitter, Maintenance	31.16
23810 - Plumber, Maintenance	29.57
23820 - Pneudraulic Systems Mechanic	25.59
23850 - Rigger	25.59
23870 - Scale Mechanic	23.14
23890 - Sheet-Metal Worker, Maintenance	27.56
23910 - Small Engine Mechanic	23.13
23931 - Telecommunications Mechanic I	30.73
23932 - Telecommunications Mechanic II	31.90
23950 - Telephone Lineman	25.81
23960 - Welder, Combination, Maintenance	20.29

23965 - Well Driller	25.59
23970 - Woodcraft Worker	25.59
23980 - Woodworker	21.25
24000 - Personal Needs Occupations	
24550 - Case Manager	18.18
24570 - Child Care Attendant	11.57
24580 - Child Care Center Clerk	15.08
24610 - Chore Aide	10.34
24620 - Family Readiness And Support Services Coordinator	18.18
24630 - Homemaker	18.18
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	39.40
25040 - Sewage Plant Operator	23.19
25070 - Stationary Engineer	40.92
25190 - Ventilation Equipment Tender	29.63
25210 - Water Treatment Plant Operator	23.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.45
27007 - Baggage Inspector	13.13
27008 - Corrections Officer	20.82
27010 - Court Security Officer	20.82
27030 - Detection Dog Handler	17.12
27040 - Detention Officer	20.82
27070 - Firefighter	17.46
27101 - Guard I	13.13
27102 - Guard II	17.12
27131 - Police Officer I	22.90
27132 - Police Officer II	25.44
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.67
28042 - Carnival Equipment Repairer	13.82
28043 - Carnival Worker	10.97
28210 - Gate Attendant/Gate Tender	13.43
28310 - Lifeguard	11.97
28350 - Park Attendant (Aide)	15.03
28510 - Recreation Aide/Health Facility Attendant	10.97
28515 - Recreation Specialist	16.57
28630 - Sports Official	11.97
28690 - Swimming Pool Operator	16.13
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.14
29020 - Hatch Tender	23.14
29030 - Line Handler	23.14
29041 - Stevedore I	22.07
29042 - Stevedore II	24.37
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	18.22
30022 - Archeological Technician II	20.38
30023 - Archeological Technician III	25.24
30030 - Cartographic Technician	25.24
30040 - Civil Engineering Technician	27.01
30051 - Cryogenic Technician I	26.26
30052 - Cryogenic Technician II	29.01
30061 - Drafter/CAD Operator I	18.22
30062 - Drafter/CAD Operator II	20.38
30063 - Drafter/CAD Operator III	22.72
30064 - Drafter/CAD Operator IV	27.96
30081 - Engineering Technician I	15.08
30082 - Engineering Technician II	18.66
30083 - Engineering Technician III	21.49
30084 - Engineering Technician IV	26.30
30085 - Engineering Technician V	29.59
30086 - Engineering Technician VI	34.74
30090 - Environmental Technician	23.72
30095 - Evidence Control Specialist	23.72
30210 - Laboratory Technician	22.72
30221 - Latent Fingerprint Technician I	26.26
30222 - Latent Fingerprint Technician II	29.01
30240 - Mathematical Technician	25.24
30361 - Paralegal/Legal Assistant I	18.58
30362 - Paralegal/Legal Assistant II	21.60



30363 - Paralegal/Legal Assistant III	26.42
30364 - Paralegal/Legal Assistant IV	31.97
30375 - Petroleum Supply Specialist	29.01
30390 - Photo-Optics Technician	25.24
30395 - Radiation Control Technician	29.01
30461 - Technical Writer I	25.24
30462 - Technical Writer II	30.89
30463 - Technical Writer III	37.36
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	26.26
30502 - Weather Forecaster II	31.94
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.72
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.24
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	13.06
31030 - Bus Driver	16.34
31043 - Driver Courier	14.21
31260 - Parking and Lot Attendant	12.48
31290 - Shuttle Bus Driver	14.78
31310 - Taxi Driver	14.21
31361 - Truckdriver, Light	14.78
31362 - Truckdriver, Medium	15.53
31363 - Truckdriver, Heavy	19.58
31364 - Truckdriver, Tractor-Trailer	19.58
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	9.44
99050 - Desk Clerk	9.49
99095 - Embalmer	22.74
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	11.68
99252 - Laboratory Animal Caretaker II	12.49
99260 - Marketing Analyst	24.82
99310 - Mortician	22.74
99410 - Pest Controller	14.11
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	15.43
99711 - Recycling Specialist	17.14
99730 - Refuse Collector	14.18
99810 - Sales Clerk	11.45
99820 - School Crossing Guard	12.69
99830 - Survey Party Chief	20.90
99831 - Surveying Aide	13.05
99832 - Surveying Technician	18.92
99840 - Vending Machine Attendant	18.47
99841 - Vending Machine Repairer	21.46
99842 - Vending Machine Repairer Helper	18.47

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the Contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on Contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of thirteen paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

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

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

The Contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all Contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the Contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the Contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the Contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the Contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the Contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

5) The contracting officer transmits the Wage and Hour Division's decision to the Contractor.

6) Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

**APPENDIX 3 SAMPLE WEEKLY INSPECTION REPORT****WEEKLY INSPECTION REPORT**

CONTRACT CEMETERY: Quincy NC      INSPECTION DATE: \_\_\_\_\_  
WEEKLY INSPECTION

OVERALL APPEARANCE	SAT____MARGINAL____UNSAT____
SOD/GRASS APPEARANCE	SAT____MARGINAL____UNSAT____
GRASS MOWING/ CLIPPINGS REMOVAL	SAT____MARGINAL____UNSAT____
TRIMMING AROUND HEADSTONES/ WALL/ TREES	SAT____MARGINAL____UNSAT____
WEED CONTROL % of weeds_____	SAT____MARGINAL____UNSAT____
EDGING ROADS AND WALKWAYS	SAT____MARGINAL____UNSAT____
DAMAGE TO CEMETERY PROPERTY	SAT____MARGINAL____UNSAT____
DAMAGE TO CEMETERY GROUNDS	SAT____MARGINAL____UNSAT____
FLORAL REGULATIONS BEING FOLLOWED	SAT____MARGINAL____UNSAT____
CONDUCT/APPEARANCE OF EMPLOYEES	SAT____MARGINAL____UNSAT____
CONTRACTOR INSPECTION/REPORTS	SAT____MARGINAL____UNSAT____
SAFETY: WORK, CLOTHING AND EQUIPMENT	SAT____MARGINAL____UNSAT____
TRAINING	SAT____MARGINAL____UNSAT____

MISCELLANEOUS/REMARKS:

COR's Signature

## APPENDIX 4 CUSTOMER COMPLAINT INVESTIGATION

### QUALITY ASSESSMENT MONITORING FORM-CUSTOMER COMPLAINT INVESTIGATION

Service/Minimum Acceptable Standard (MAS):

\_\_\_\_\_  
\_\_\_\_\_

Survey Period:\_\_\_\_\_

Date/Time Complaint Received: \_\_\_\_\_AM / PM

Source of Complaint:\_\_\_\_\_ (Name)

\_\_\_\_\_  
(i.e., Organization/Type of Customer –  
Visiting Family Member, NCA Staff, another Contractor Contractor's company's name)  
\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Email address)

Nature of Complaint:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Results of Complaint Investigation (including date & time investigation took place):

\_\_\_\_\_  
\_\_\_\_\_

Based on the investigation, is complaint valid to warrant corrective action by Contractor: Y/N

Date/Time Contractor was informed of complaint:\_\_\_\_\_ AM/PM

Corrective Action Taken By Contractor:

\_\_\_\_\_  
\_\_\_\_\_

Date and Time Corrective Action Taken By Contractor: \_\_\_\_\_ AM/PM

Received and Validated By (Contractor):

Date and Time COR Inspected Action Taken by Contractor: \_\_\_\_\_AM/PM

COR, was Action Taken by Contractor Result in the Contractor meeting the MAS? Y / N

COR's initials:\_\_\_\_\_

Prepared By: \_\_\_\_\_Date: \_\_\_\_\_

## APPENDIX 5 PERFORMANCE STANDARDS

PERFORMANCE STANDARDS GROUNDS MAINTENANCE FOR NATIONAL CEMETERIES		
Performance Standard	Minimum Acceptable Level (MAL)	Desired Level (DL)
1) Mowing of Turfgrass	95% of the turfgrass area is maintained to the following requirements:  Turf is maintained within one inch (1") of the recommended mowing height.	100% of the turfgrass area is maintained to the following requirements:  Turf is maintained within one-half inch (½") of the recommended mowing height.
2) Trimming of Headstones, Trimming/Edging of Flat Markers, and other vertical surfaces within gravesite sections.	98% of all un-mowed grass around upright headstones, flat markers, monuments, section markers, and other vertical surfaces within the gravesite sections are trimmed to match the exact height of adjacent mowed turfgrass. Flat Markers are vertically edged correctly.	100% of all un-mowed grass around upright headstones, flat markers, monuments, section markers, and other vertical surfaces within the gravesite sections are trimmed to match the exact height of adjacent mowed turfgrass. Flat Markers are vertically edged correctly.
3) Trimming of all other areas inaccessible to lawn mowers	98% of all un-mowed turfgrass in all other areas of the Cemetery inaccessible to lawn mowers are trimmed to match the exact height of adjacent mowed turfgrass. Turfgrass does not extend over the edge of walks, drives, curbs, site structures, and site fixtures.	100% of all un-mowed turfgrass in all other areas of the Cemetery inaccessible to lawn mowers are trimmed to match the exact height of adjacent mowed turfgrass. Turfgrass does not extend over the edge of walks, drives, curbs, site structures, and site fixtures.
4) Blade Edging of Curbs and Sidewalks	98% of the curb and sidewalk edges are free of turfgrass and are approximately 1/2" to 1" wide and 2" to 3" deep.	100% of the curb and sidewalk edges are free of turfgrass and are approximately 1/2" to 1" wide and 2" to 3" deep.
5) Pesticide Delivery	Approved chemicals are delivered in labeled containers/bags; SDS and application instructions are provided. Containers are neatly stacked. Spills are cleaned up and reported immediately.	Approved chemicals are delivered in labeled containers/bags; SDS and application instructions are provided. Containers are neatly stacked. Spills are cleaned up and reported immediately.
6) Fertilizer Delivery	Approved chemicals are delivered in labeled containers/bags; SDS and application instructions are provided. Containers are neatly stacked. Spills are cleaned up and reported immediately.	Approved chemicals are delivered in labeled containers/bags; SDS and application instructions are provided. Containers are neatly stacked. Spills are cleaned up and reported immediately.
7) Trash Cleanup and Disposal	95% of turfgrass area, roads, walkways, and other Cemetery grounds are free of clippings, dirt, leaves, fallen branches, trash, and debris after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.	100% of turfgrass area, roads, walkways, and other Cemetery grounds are free of clippings, dirt, leaves, fallen branches, trash, and debris after one attempt to correct any deficiencies. Trash generated by other Contractors and VA maintenance activities is excluded.
8) Report Submittals	Turns in all required submittals 95% of the time.	Turns in all required submittals 100% of the time.
9) Safety Maintained during operations	No accidents or incidents due to Contractor's failure to take safety precautions.	No accidents or incidents due to Contractor's failure to take safety precautions.

## APPENDIX 6 CONTRACTOR QUALITY CONTROL REPORT

<b>CONTRACTOR QUALITY CONTROL REPORT</b>		DATE	
(ATTACH ADDITIONAL SHEETS IF NECESSARY)		REPORT	
NO		NO	
PHASE	CONTRACT NO	CONTRACT TITLE	
<b>PREPARATORY</b>	WAS PREPARATORY PHASE WORK PERFORMED TODAY? YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES, FILL OUT AND ATTACH SUPPLEMENTAL PREPARATORY PHASE CHECKLIST.		
	Schedule Activity No.	Definable Feature of Work	Index #
<b>INITIAL</b>	WAS INITIAL PHASE WORK PERFORMED TODAY? YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES, FILL OUT AND ATTACH SUPPLEMENTAL INITIAL PHASE CHECKLIST.		
	Schedule Activity No.	Definable Feature of Work	Index #
<b>FOLLOW-UP</b>	WORK COMPLIES WITH CONTRACT AS APPROVED? YES <input type="checkbox"/> NO <input type="checkbox"/> WORK COMPLIES WITH SAFETY REQUIREMENTS? YES <input type="checkbox"/> NO <input type="checkbox"/>		
	Schedule Activity No.	Description of Work, Testing Performed & By Whom, Definable Feature of Work, Specification Section, Location and List of Personnel Present	
REWORK ITEMS IDENTIFIED TODAY (NOT CORRECTED BY CLOSE OF BUSINESS)		REWORK ITEMS CORRECTED TODAY (FROM REWORK ITEMS LIST)	
Schedule Activity No.	Description	Schedule Activity No.	Description
REMARKS (Also Explain Any Follow-Up Phase Checklist Item From Above That Was Answered "NO"), Manuf. Rep On-Site, etc.			
Schedule Activity No.	Description		
On behalf of the Contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.			
AUTHORIZED QC MANAGER AT SITE		DATE	
<b>GOVERNMENT QUALITY ASSURANCE REPORT</b>		DATE	
QUALITY ASSURANCE REPRESENTATIVE'S REMARKS AND/OR EXCEPTIONS TO THE REPORT			
Schedule Activity No.	Description		
GOVERNMENT QUALITY ASSURANCE MANAGER		DATE	



**APPENDIX 7 CONTRACT DISCREPANCY REPORT**

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

## APPENDIX 8 PAST PERFORMANCE QUESTIONNAIRE

### PAST PERFORMANCE QUESTIONNAIRE

INSTRUCTIONS: Offerors must identify previous federal, state, and local government and private contracts that they have completed and that are similar to the contract being evaluated. List at least three (3), for evaluation limited to the last three years. (One contract reference per form, Form may be duplicated) Any subcontractors to be used shall also include three forms each.

#### Contractor (you) Information:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

#### Contract Information:

Name of company/agency you provided service for: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Type of Contract: \_\_\_\_\_  
 Contract Dollar Value: \_\_\_\_\_  
 Date of Award: \_\_\_\_\_  
 Status: Completed, Yes\_\_\_\_ No\_\_\_\_ If not completed, projected completion date \_\_\_\_\_  
 If not completed, why? \_\_\_\_\_  
 Were you the Prime? \_\_\_\_\_ were you the Sub? \_\_\_\_\_

#### Point of Contact Information for the company/agency you serviced:

Name of the Contract Person & their position: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

#### Description of Supply/Service(s) provided, location & relevancy of work:

#### Complexity of Product/Service, if any:

#### Percentage of Work completed by your company/by subContractor:

(End of Section)

## 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](http://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](http://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

### **E.2 52.252-1 SOLICITATION PROVISIONS 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)

**FAR**  
**Number**

**Title**

**Date**

52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.216-1	TYPE OF CONTRACT	APR 1984
52.237-1	SITE VISIT	APR 1984
852.270-1	REPRESENTATIVES OF CONTRACTING OFFICERS	JAN 2008

### **E.3 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 and 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.4 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

- (a) Any protest filed by an interested party shall:
- (1) Include the name, address, fax number, and telephone number of the protester;
  - (2) Identify the solicitation and/or contract number;
  - (3) Include an original signed by the protester or the protester's representative and at least one copy;
  - (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
  - (5) Specifically request a ruling of the individual upon whom the protest is served;
  - (6) State the form of relief requested; and
  - (7) Provide all information establishing the timeliness of the protest.
- (b) Failure to comply with the above may result in dismissal of the protest without further consideration.
- (c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

### **E.5 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

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

Deputy Assistant Secretary for Acquisition and Logistics,

Risk Management Team, Department of Veterans Affairs  
810 Vermont Avenue, N.W.  
Washington, DC 20420

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

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

(End of Addendum to 52.212-1)

## **E.6 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror using the evaluation method:

### **Lowest Price/Technically Acceptable basis in accordance with FAR 15.101-2.**

This method of evaluation is appropriate when best value is expected to result from selection of the technically acceptable offer with the lowest evaluated cost/price. Offers will be evaluated for acceptability but not ranked using the non-cost/price factors. Evaluation factors and significant subfactors that establish the requirements of acceptability are set forth below.

Non-cost factors: Past Performance and Technical. Technical has subfactors of Personnel and Equipment

Award will be made on the lowest evaluated prices of proposals meeting or exceeding the acceptability standards for non-cost factors.

#### Price:

For evaluation purposes the lowest price will be determined by calculating the total price of all Contract Line Item Numbers (CLINs) over all years (Base and Options) in order to determine a total amount. Price will be evaluated for reasonableness. The lowest bidder will not necessarily get this award if the non-cost factors are not met or exceeded. Just providing a price with no substantial information on pricing and/or performance will result in an inferior proposal and may be considered technically non responsive.

Technical Approach/Method: A statement, such as, “the Offeror will abide by all contract requirements” is not acceptable for determining technical acceptability. Offeror’s shall include in their technical proposal the number of years they have been in business.

For all individuals proposed to fill Key Personnel positions identified years of experience are to be submitted. For this purpose, experience refers to what an Offeror has done, not how well it was accomplished in performing proposed processes and procedures.

Offeror’s who fail to provide this information may be deemed non-responsive and may not be considered for award. Please address the following:

- Personnel:
  - Number of personnel performing the labor
  - Number of hours you think per week the contract requires
  - Qualification of personnel (training, experience)
  - Names of Supervisor, Quality Control Person and Project Manager
  - Range of proposed staff is appropriate

- Project Manager is qualified and available at all times
- Equipment list
  - Provide a list of all equipment with age
  - Provide a list of proposed cleaning supplies

Offeror's who fail to provide this information may be deemed non-responsive and may not be considered for award.

**Past Performance:** Past Performance will be evaluated for Quality of Service, Schedule, Business relations with Customers, Management of Key Personnel, Safety, Problem Resolution, Invoice Accuracy, and Overall Performance of the company in this area. Utilizing the Past Performance Questionnaire, offeror's shall provide five references within the last five (5) years that are similar in size and scope and that are deemed relevant to the requirement of this solicitation. The Government will use information submitted by the offeror and other additional sources such Federal Agencies as well as commercial sources in order to access past performances. In addition, the Government will also validate past performance information by utilizing the Federal Government's Contractor Performance Assessment Reporting System (CPARS).

Offerors are to demonstrate successful performance under contracts (ongoing or completed) which are similar in scope, magnitude, price, and complexity to the subject requirement. In cases where an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorable or unfavorable (neutral). This includes non-like referrals and referrals where contact information provided cannot be reached telephonically or by email. In cases where an offeror has relevant past performance, but chooses not to use it, the offeror may be evaluated unfavorably.

(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.7 EVALUATION CRITERIA**

### **Evaluation Criteria:**

**Technical SubFactors:** The Offeror's proposal will be evaluated on the degree to which the Offeror's proposal reflects corporate or proposed staff experience identical to, similar to, or related to the requirements for this effort.

Additionally, the Offeror's proposal shall be evaluated on the amount of relevant experience possessed by proposed Key Personnel. The Offeror's corporate experience, as well as experience of proposed Subcontractors and Key Personnel will be evaluated for:

- The degree to which the Offeror's proposal reflects corporate or proposed staff experience identical to, similar to, or related to the requirement.
- Evidence that the organization (including Subcontractors) has current capabilities; and for ensuring performance of this requirement:



- An appropriate mix and balance of education and training of team members
- Quality and effectiveness insofar as the allocation of personnel and resources
- Enough acceptable equipment new enough to perform the work in the manner listed in the solicitation.

**Rating Standards:** An evaluation of the technical proposal will be made to ensure satisfactory responsiveness to the requirements as set forth in this solicitation. The technical capabilities/specifications/salient characteristics will be rated “Pass” or “Fail” using the following criteria:

(1) Technical Pass/Fail Rating Standards:

Rating	Description
Pass	Proposal clearly meets the requirements of the solicitation.
Fail	Proposal does not clearly meet the requirements of the solicitation.

(2) Past Performance Evaluation Rating Standards:

Rating	Description
Pass	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort,
Fail	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort. *
Neutral	Based on the offeror’s performance record, the offeror’s performance record is unknown.

\* In cases where an offeror has relevant past performance, but chooses not to use it, the offeror may be evaluated unfavorably.

## E.8 SUBMISSION INSTRUCTIONS TO OFFERORS

Do not send a copy of this solicitation. Only send the required documentation in the Volumes as shown below. Photos of past work are not needed unless to demonstrate a special requirement of the work done at other sites that is relevant to this contract or is a special piece of equipment.

Submission through email is not accepted at this time.

Lastly, to address potential lost, delayed, or mis-delivered offers, please call or email me by the due date to ensure your offer was received and is with the Contracting Officer. While a timely submitted offer will always be considered, a lost or misplaced offer does not have to be considered. Giving the Contract Officer or Specialist an early notice provides time to properly address this situation by researching and locating all timely offers.

- 1) Content Requirements: All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal, 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 proposal. The titles and page limit requirements for each file are shown in the table below.

- 2) Schedule Volume II.A shall be anonymous; it **shall not** have any names, logos or any other information that would allow a reader to discern the firm's name. This volume shall be anonymous in order to remove any potential bias from the evaluators. All identifying features will be removed or marked over.

Volume	Factor	File Name	Page Limitations
Volume I	Equipment list	(Company Name) Schedule.doc	ONE
Volume IIA	Personnel with no names. and no names of firms. Same as Vol IIB, but redacted names.	(Company Name) Personnel.doc	ONE
Volume IIB	Personnel with names, duties they will perform and how they are qualified to do this work	(Company Name) Personnel Anon.doc	ONE
Volume III	Past Performance	(Company Name) Past Perf.doc/pdf	Only use Past Performance form, 3 references each for prime and 3 for subs
Volume IV	1449 filled out and signed, Amendments signed, Price, Resumes, Certifications, Drawings, Proof of Insurance, Other requirements, Business License, Contractor's License, OSHA	(Company Name) Price.xls/pdf/doc	No Limits, No VIP Letter

**This table explains how there should be only 5 files/Volumes in the Vendor Portal for your submission. Each page shall NOT be submitted separately.**

## E.9 VENDOR PORTAL USAGE INFORMATION

- The Vendor Portal is a module of the Electronic Contract Management System (eCMS) that serves as a central location that allows for communication between VA Acquisition Staff and potential vendors.
- Vendors will need to visit the Vendor Portal (<https://www.vendorportal.ecms.va.gov>) to register.
- In the event an Offeror is unable to register for a user account and/or submit a proposal through the Vendor Portal prior to the proposal closing date, the vendor is to contact the VAAS helpdesk at 1-877-634-3739, or via email at [VA.Acquisition.Systems@va.gov](mailto:VA.Acquisition.Systems@va.gov).
- If the deadline hits as you are uploading your documents, the portal will shut without giving notice it is doing so. The upload appears to be happening however, it never finishes.
- Once registered, vendors will be able to access/edit their profile, view solicitations/awards and submit bids/proposals as instructed.

- Vendors can submit questions via the Vendor Portal which can be answered directly within the Vendor Portal. When applicable, do remember that a formal amendment needs to be executed in eCMs.
- **Submission of Quotes:** All quotes must be submitted through the Department of Veterans Affairs – Electronic Management System (eCMS) Vendor Portal website to be considered for Award.

**Quote transmission/uploads must be completed by the deadline for submission of Quotes.**

Offerors unable to submit a quote through VA eCMS Vendor Portal, may submit their quotes via email to: [Katherine.iacovelli@va.gov](mailto:Katherine.iacovelli@va.gov), provided the VA eCMS Vendor Portal registration requirements have been fulfilled **AND** Offerors have contacted the VAAS helpdesk for assistance in their quote submission.

A copy of the email correspondence with the VAAS helpdesk shall be forwarded to the Contracting Officer, Katherine Iacovelli, at **Katherine.iacovelli@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 quote 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 quote via the Portal. This document shall be submitted with the Offeror's quote.

In the event an Offeror has **not** requested quote 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 a quote via Vendor Portal, the Offeror will be considered technically non responsive and the quote, if late, will not be accepted.

**FYI:** If after documents have been submitted, the Offeror decided to revise a document and resubmit it, the instructions in the VENDOR PORTAL GUIDE must be followed or risk **all original documents being deleted.**

## **E.10 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](http://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](http://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

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent*.

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

☐ Name and TIN of common parent:

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

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

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

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

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

(2) *Representation*. The Offeror represents that—

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

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

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

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto: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](http://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 (FAPIS):

(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 (FAPIS).

**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)



See attached document: VENDOR PORTAL GUIDE.