

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1	OF 92	PAGES
2. AMENDMENT/MODIFICATION NUMBER 0002		3. EFFECTIVE DATE 05/01/2023		4. REQUISITION/PURCHASE REQ. NUMBER F000820-23-2000000		5. PROJECT NUMBER (If applicable)
6. ISSUED BY NATIONAL CEMETERY ADMINISTRATION CONTRACTING SERVICE NCA Contracting Services 18434 Joplin Road TRIANGLE, VA 22172		CODE 36C786		7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, country, state and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NUMBER 36C78623Q50110	
				X	9B. DATED (SEE ITEM 11) 03/22/2023	
					10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
					10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended,

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning ___1___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Solicitation is amended and extended to 05/05/2023 to solicit as a VOSB set-aside.

CLOSING DATE/TIME:

05/05/2023 - 15:00 CT US/Central

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ralph Crum	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By (Signature of Contracting Officer)	16C. DATE SIGNED

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Section 1 - Continuation Sheet

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: turfgrass mowing
1.6 acres @ 35 times per year

Reference Line: F000820-23-2000000 - 0001

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: turfgrass trimming around headstones
in conjunction with every mowing - approx 600 headstones

Reference Line: F000820-23-2000000 - 0002

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0003	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: string trimming in improved areas - curbs, beds, trees, etc

Reference Line: F000820-23-2000000 - 0003

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0004	Firm Fixed Price PSC: S208	Original: 8.000000 Change: 0.000000 Current: 8.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: edging - walks and curbs

Reference Line: F000820-23-2000000 - 0004

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
Pricing Options: Base					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0005	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		
Period of Performance: 04/01/2023 - 03/31/2024					
Description: pre-emergence herbicide application 1.6 acres - April and October					
Reference Line: F000820-23-2000000 - 0005					
Pricing Options: Base					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0006	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		
Period of Performance: 04/01/2023 - 03/31/2024					
Description: post-emergence herbicide application 1.6 acres - May and July					
Reference Line: F000820-23-2000000 - 0006					
Pricing Options: Base					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0007	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EV		
Period of Performance: 04/01/2023 - 03/31/2024					
Description: fertilization 1.6 acres 3 times - June, September & October/November					
Reference Line: F000820-23-2000000 - 0007					
Pricing Options: Base					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0008	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
Period of Performance: 04/01/2023 - 03/31/2024					
Description: turfgrass aerification					

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Reference Line: F000820-23-2000000 - 0008				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0009	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: turfgrass overseeding 1.6 acres - October (coincide w/ aerification)				
	Reference Line: F000820-23-2000000 - 0009				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0010	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: grub insecticide application 1.6 acres one time				
	Reference Line: F000820-23-2000000 - 0010				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0011	Firm Fixed Price PSC: S208	Original: 8.000000 Change: 0.000000 Current: 8.000000	EV		
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: gophers, voles, moles control 8 times per year				
	Reference Line: F000820-23-2000000 - 0011				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0012	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: post-emergence - targeting yellow nutsedge, creeping charlie, glechoma hedcracea, ground ivy - herbicide apply 2 times to 1.6 acres - mid-June and mid-July/August				
	Reference Line: F000820-23-2000000 - 0012				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0013	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: mulch/rock beds herbicide treatments				
	Reference Line: F000820-23-2000000 - 0013				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0014	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: headstone cleaning clean once prior to Memorial Day				
	Reference Line: F000820-23-2000000 - 0014				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0015	Firm Fixed Price PSC: S208	Original: 10.000000 Change: 0.000000 Current: 10.000000	EV		
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: raise/lower flag				
	Reference Line: F000820-23-2000000 - 0015				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0016	Firm Fixed Price PSC: S208	Original: 104.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
		Change: 0.000000 Current: 104.000000			

Period of Performance: 04/01/2023 - 03/31/2024

Description: cemetery clean-up
remove debris from cemetery grounds

Reference Line: F000820-23-2000000 - 0016

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0017	Firm Fixed Price PSC: S208	Original: 10.000000 Change: 0.000000 Current: 10.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: fall leaf removal
1.6 acres

Reference Line: F000820-23-2000000 - 0017

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0018	Firm Fixed Price PSC: S208	Original: 6.000000 Change: 0.000000 Current: 6.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: routine operation of irrigation system

Reference Line: F000820-23-2000000 - 0018

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0019	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: irrigation system start-up (Spring)

Reference Line: F000820-23-2000000 - 0019

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0020	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: Irrigation system blow-out/winterization (Fall)

Reference Line: F000820-23-2000000 - 0020

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0021	Firm Fixed Price PSC: S208	Original: 4.000000 Change: 0.000000 Current: 4.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: repairs to broken branch lines (irrigation system)

Reference Line: F000820-23-2000000 - 0021

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0022	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: repairs to broken underground wiring (irrigation system)

Reference Line: F000820-23-2000000 - 0022

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0023	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: snow removal
streets and parking lots

Reference Line: F000820-23-2000000 - 0023

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0024	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: snow removal
sidewalks, walkways, and specialty areas

Reference Line: F000820-23-2000000 - 0024

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0025	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: ice melt application
streets and parking lots

Reference Line: F000820-23-2000000 - 0025

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0026	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		

Period of Performance: 04/01/2023 - 03/31/2024

Description: ice melt applications
sidewalks, walkways, and specialty areas

Reference Line: F000820-23-2000000 - 0026

Pricing Options: Base

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0027	Firm Fixed Price PSC: S208	Original: 100.000000 Change: 0.000000 Current: 100.000000	SF		

Period of Performance: 04/01/2023 - 03/31/2024

Description: sunken turf repair

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	small area				
	Reference Line: F000820-23-2000000 - 0027				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0028	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EA		
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: sunken grave repair average area is 5' x 10'				
	Reference Line: F000820-23-2000000 - 0028				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0029	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EA		
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: weeding mulch/rock rings and beds hand or other control of emerged weeds in mulch/rock beds				
	Reference Line: F000820-23-2000000 - 0029				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0030	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: edging of mulch/rock beds				
	Reference Line: F000820-23-2000000 - 0030				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0031	Firm Fixed Price PSC: S208	Original: 6.000000 Change: 0.000000 Current: 6.000000	EA		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: tree pruning				
	Reference Line: F000820-23-2000000 - 0031				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0032	Firm Fixed Price	Original: 3.000000	EA		
	PSC: S208	Change: 0.000000			
		Current: 3.000000			
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: tree removal				
	Reference Line: F000820-23-2000000 - 0032				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0033	Firm Fixed Price	Original: 3.000000	EA		
	PSC: S208	Change: 0.000000			
		Current: 3.000000			
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: tree stump removal				
	Reference Line: F000820-23-2000000 - 0033				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0034	Firm Fixed Price	Original: 3.000000	EV		
	PSC: S208	Change: 0.000000			
		Current: 3.000000			
	Period of Performance: 04/01/2023 - 03/31/2024				
	Description: shrub pruning				
	Reference Line: F000820-23-2000000 - 0034				
	Pricing Options: Base				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0035	Firm Fixed Price	Original: 1.000000	EV		
	PSC: S208	Change: 0.000000			
		Current: 1.000000			

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
Period of Performance: 04/01/2023 - 03/31/2024 Description: raise & realign upright marble headstones Davis Bacon Act wages apply Davis Bacon Act wages apply Reference Line: F000820-23-2000000 - 0035 Pricing Options: Base					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0036	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
Period of Performance: 04/01/2023 - 03/31/2024 Description: fine tune and alignment of upright marble headstones - bump and run to better align headstones Reference Line: F000820-23-2000000 - 0036 Pricing Options: Base					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0037	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EV		
Period of Performance: 04/01/2023 - 03/31/2024 Description: trash pick-up regular emptying of cemetery trash containers and removal of trash from cemetery Reference Line: F000820-23-2000000 - 0037 Pricing Options: Base					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		
Period of Performance: 04/01/2024 - 03/31/2025 Description: turfgrass mowing 1.6 acres @ 35 times per year Reference Line: F000820-23-2000000 - 1001 Pricing Options: 0001					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	Firm Fixed Price	Original: 35.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	PSC: S208	Change: 0.000000 Current: 35.000000			

Period of Performance: 04/01/2024 - 03/31/2025

Description: turfgrass trimming around headstones
in conjunction with every mowing - approx 600 headstones

Reference Line: F000820-23-2000000 - 1002

Pricing Options: 0002

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1003	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		

Period of Performance: 04/01/2024 - 03/31/2025

Description: string trimming in improved areas - curbs, beds, trees, etc

Reference Line: F000820-23-2000000 - 1003

Pricing Options: 0003

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1004	Firm Fixed Price PSC: S208	Original: 8.000000 Change: 0.000000 Current: 8.000000	EV		

Period of Performance: 04/01/2024 - 03/31/2025

Description: edging - walks and curbs

Reference Line: F000820-23-2000000 - 1004

Pricing Options: 0004

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1005	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		

Period of Performance: 04/01/2024 - 03/31/2025

Description: pre-emergence herbicide application
1.6 acres - April and October

Reference Line: F000820-23-2000000 - 1005

Pricing Options: 0005

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1006	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		

Period of Performance: 04/01/2024 - 03/31/2025

Description: post-emergence herbicide application
1.6 acres - May and July

Reference Line: F000820-23-2000000 - 1006

Pricing Options: 0006

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1007	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EV		

Period of Performance: 04/01/2024 - 03/31/2025

Description: fertilization
1.6 acres 3 times - June, September & October/November

Reference Line: F000820-23-2000000 - 1007

Pricing Options: 0007

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1008	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2024 - 03/31/2025

Description: turfgrass aerification

Reference Line: F000820-23-2000000 - 1008

Pricing Options: 0008

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1009	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2024 - 03/31/2025

Description: turfgrass overseeding
1.6 acres - October (coincide w/ aerification)

Reference Line: F000820-23-2000000 - 1009

Pricing Options: 0009

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1010	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2024 - 03/31/2025

Description: grub insecticide application
1.6 acres one time

Reference Line: F000820-23-2000000 - 1010

Pricing Options: 0010

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1011	Firm Fixed Price PSC: S208	Original: 8.000000 Change: 0.000000 Current: 8.000000	EV		

Period of Performance: 04/01/2024 - 03/31/2025

Description: gophers, voles, moles control
8 times per year

Reference Line: F000820-23-2000000 - 1011

Pricing Options: 0011

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1012	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		

Period of Performance: 04/01/2024 - 03/31/2025

Description: post-emergence - targeting yellow nutsedge, creeping charlie, glechoma
hedcracea, ground ivy - herbicide
apply 2 times to 1.6 acres - mid-June and mid-July/August

Reference Line: F000820-23-2000000 - 1012

Pricing Options: 0012

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1013	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		

Period of Performance: 04/01/2024 - 03/31/2025

Description: mulch/rock beds herbicide treatments

Reference Line: F000820-23-2000000 - 1013

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
Pricing Options: 0013					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1014	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
Period of Performance: 04/01/2024 - 03/31/2025					
Description: headstone cleaning clean once prior to Memorial Day					
Reference Line: F000820-23-2000000 - 1014					
Pricing Options: 0014					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1015	Firm Fixed Price PSC: S208	Original: 10.000000 Change: 0.000000 Current: 10.000000	EV		
Period of Performance: 04/01/2024 - 03/31/2025					
Description: raise/lower flag					
Reference Line: F000820-23-2000000 - 1015					
Pricing Options: 0015					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1016	Firm Fixed Price PSC: S208	Original: 104.000000 Change: 0.000000 Current: 104.000000	EV		
Period of Performance: 04/01/2024 - 03/31/2025					
Description: cemetery clean-up remove debris from cemetery grounds					
Reference Line: F000820-23-2000000 - 1016					
Pricing Options: 0016					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1017	Firm Fixed Price PSC: S208	Original: 10.000000 Change: 0.000000 Current: 10.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Period of Performance: 04/01/2024 - 03/31/2025				
	Description: fall leaf removal 1.6 acres				
	Reference Line: F000820-23-2000000 - 1017				
	Pricing Options: 0017				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1018	Firm Fixed Price PSC: S208	Original: 6.000000 Change: 0.000000 Current: 6.000000	EV		
	Period of Performance: 04/01/2024 - 03/31/2025				
	Description: routine operation of irrigation system				
	Reference Line: F000820-23-2000000 - 1018				
	Pricing Options: 0018				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1019	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2024 - 03/31/2025				
	Description: irrigation system start-up (Spring)				
	Reference Line: F000820-23-2000000 - 1019				
	Pricing Options: 0019				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1020	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2024 - 03/31/2025				
	Description: Irrigation system blow-out/winterization (Fall)				
	Reference Line: F000820-23-2000000 - 1020				
	Pricing Options: 0020				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1021	Firm Fixed Price PSC: S208	Original: 4.000000 Change: 0.000000 Current: 4.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Period of Performance: 04/01/2024 - 03/31/2025				
	Description: repairs to broken branch lines (irrigation system)				
	Reference Line: F000820-23-2000000 - 1021				
	Pricing Options: 0021				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1022	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2024 - 03/31/2025				
	Description: repairs to broken underground wiring (irrigation system)				
	Reference Line: F000820-23-2000000 - 1022				
	Pricing Options: 0022				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1023	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		
	Period of Performance: 04/01/2024 - 03/31/2025				
	Description: snow removal streets and parking lots				
	Reference Line: F000820-23-2000000 - 1023				
	Pricing Options: 0023				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1024	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		
	Period of Performance: 04/01/2024 - 03/31/2025				
	Description: snow removal sidewalks, walkways, and specialty areas				
	Reference Line: F000820-23-2000000 - 1024				
	Pricing Options: 0024				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1025	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
		Current: 12.000000			

Period of Performance: 04/01/2024 - 03/31/2025

Description: ice melt application
streets and parking lots

Reference Line: F000820-23-2000000 - 1025

Pricing Options: 0025

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1026	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		

Period of Performance: 04/01/2024 - 03/31/2025

Description: ice melt applications
sidewalks, walkways, and specialty areas

Reference Line: F000820-23-2000000 - 1026

Pricing Options: 0026

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1027	Firm Fixed Price PSC: S208	Original: 100.000000 Change: 0.000000 Current: 100.000000	SF		

Period of Performance: 04/01/2024 - 03/31/2025

Description: sunken turf repair
small area

Reference Line: F000820-23-2000000 - 1027

Pricing Options: 0027

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1028	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EA		

Period of Performance: 04/01/2024 - 03/31/2025

Description: sunken grave repair
average area is 5' x 10'

Reference Line: F000820-23-2000000 - 1028

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
Pricing Options: 0028					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1029	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EA		
Period of Performance: 04/01/2024 - 03/31/2025					
Description: weeding mulch/rock rings and beds hand or other control of emerged weeds in mulch/rock beds					
Reference Line: F000820-23-2000000 - 1029					
Pricing Options: 0029					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1030	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
Period of Performance: 04/01/2024 - 03/31/2025					
Description: edging of mulch/rock beds					
Reference Line: F000820-23-2000000 - 1030					
Pricing Options: 0030					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1031	Firm Fixed Price PSC: S208	Original: 6.000000 Change: 0.000000 Current: 6.000000	EA		
Period of Performance: 04/01/2024 - 03/31/2025					
Description: tree pruning					
Reference Line: F000820-23-2000000 - 1031					
Pricing Options: 0031					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1032	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EA		
Period of Performance: 04/01/2024 - 03/31/2025					
Description: tree removal					
Reference Line: F000820-23-2000000 - 1032					

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
Pricing Options: 0032					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1033	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EA		
Period of Performance: 04/01/2024 - 03/31/2025					
Description: tree stump removal					
Reference Line: F000820-23-2000000 - 1033					
Pricing Options: 0033					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1034	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EV		
Period of Performance: 04/01/2024 - 03/31/2025					
Description: shrub pruning					
Reference Line: F000820-23-2000000 - 1034					
Pricing Options: 0034					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1035	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
Period of Performance: 04/01/2024 - 03/31/2025					
Description: raise & realign upright marble headstones Davis Bacon Act wages apply Davis Bacon Act wages apply					
Reference Line: F000820-23-2000000 - 1035					
Pricing Options: 0035					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1036	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
Period of Performance: 04/01/2024 - 03/31/2025					
Description: fine tune and alignment of upright marble headstones - bump and run to better align headstones					

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Reference Line: F000820-23-2000000 - 1036				
	Pricing Options: 0036				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1037	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EV		
	Period of Performance: 04/01/2024 - 03/31/2025				
	Description: trash pick-up regular emptying of cemetery trash containers and removal of trash from cemetery				
	Reference Line: F000820-23-2000000 - 1037				
	Pricing Options: 0037				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: turfgrass mowing 1.6 acres @ 35 times per year				
	Reference Line: F000820-23-2000000 - 2001				
	Pricing Options: 0001				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2002	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: turfgrass trimming around headstones in conjunction with every mowing - approx 600 headstones				
	Reference Line: F000820-23-2000000 - 2002				
	Pricing Options: 0002				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2003	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: string trimming in improved areas - curbs, beds, trees, etc				
	Reference Line: F000820-23-2000000 - 2003				
	Pricing Options: 0003				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2004	Firm Fixed Price PSC: S208	Original: 8.000000 Change: 0.000000 Current: 8.000000	EV		
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: edging - walks and curbs				
	Reference Line: F000820-23-2000000 - 2004				
	Pricing Options: 0004				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2005	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: pre-emergence herbicide application 1.6 acres - April and October				
	Reference Line: F000820-23-2000000 - 2005				
	Pricing Options: 0005				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2006	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: post-emergence herbicide application 1.6 acres - May and July				
	Reference Line: F000820-23-2000000 - 2006				
	Pricing Options: 0006				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2007	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
		Current: 3.000000			

Period of Performance: 04/01/2025 - 03/31/2026

Description: fertilization

1.6 acres 3 times - June, September & October/November

Reference Line: F000820-23-2000000 - 2007

Pricing Options: 0007

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2008	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: turfgrass aerification

Reference Line: F000820-23-2000000 - 2008

Pricing Options: 0008

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2009	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: turfgrass overseeding

1.6 acres - October (coincide w/ aerification)

Reference Line: F000820-23-2000000 - 2009

Pricing Options: 0009

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2010	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: grub insecticide application

1.6 acres one time

Reference Line: F000820-23-2000000 - 2010

Pricing Options: 0010

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2011	Firm Fixed Price	Original: 8.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	PSC: S208	Change: 0.000000 Current: 8.000000			

Period of Performance: 04/01/2025 - 03/31/2026

Description: gophers, voles, moles control
8 times per year

Reference Line: F000820-23-2000000 - 2011

Pricing Options: 0011

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2012	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: post-emergence - targeting yellow nutsedge, creeping charlie, glechoma
hedcracea, ground ivy - herbicide
apply 2 times to 1.6 acres - mid-June and mid-July/August

Reference Line: F000820-23-2000000 - 2012

Pricing Options: 0012

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2013	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: mulch/rock beds herbicide treatments

Reference Line: F000820-23-2000000 - 2013

Pricing Options: 0013

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2014	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: headstone cleaning
clean once prior to Memorial Day

Reference Line: F000820-23-2000000 - 2014

Pricing Options: 0014

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2015	Firm Fixed Price PSC: S208	Original: 10.000000 Change: 0.000000 Current: 10.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: raise/lower flag

Reference Line: F000820-23-2000000 - 2015

Pricing Options: 0015

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2016	Firm Fixed Price PSC: S208	Original: 104.000000 Change: 0.000000 Current: 104.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: cemetery clean-up
remove debris from cemetery grounds

Reference Line: F000820-23-2000000 - 2016

Pricing Options: 0016

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2017	Firm Fixed Price PSC: S208	Original: 10.000000 Change: 0.000000 Current: 10.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: fall leaf removal
1.6 acres

Reference Line: F000820-23-2000000 - 2017

Pricing Options: 0017

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2018	Firm Fixed Price PSC: S208	Original: 6.000000 Change: 0.000000 Current: 6.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: routine operation of irrigation system

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Reference Line: F000820-23-2000000 - 2018				
	Pricing Options: 0018				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2019	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: irrigation system start-up (Spring)				
	Reference Line: F000820-23-2000000 - 2019				
	Pricing Options: 0019				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2020	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: Irrigation system blow-out/winterization (Fall)				
	Reference Line: F000820-23-2000000 - 2020				
	Pricing Options: 0020				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2021	Firm Fixed Price PSC: S208	Original: 4.000000 Change: 0.000000 Current: 4.000000	EV		
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: repairs to broken branch lines (irrigation system)				
	Reference Line: F000820-23-2000000 - 2021				
	Pricing Options: 0021				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2022	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: repairs to broken underground wiring (irrigation system)				

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Reference Line: F000820-23-2000000 - 2022				
	Pricing Options: 0022				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2023	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: snow removal streets and parking lots				
	Reference Line: F000820-23-2000000 - 2023				
	Pricing Options: 0023				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2024	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: snow removal sidewalks, walkways, and specialty areas				
	Reference Line: F000820-23-2000000 - 2024				
	Pricing Options: 0024				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2025	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: ice melt application streets and parking lots				
	Reference Line: F000820-23-2000000 - 2025				
	Pricing Options: 0025				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2026	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
Period of Performance: 04/01/2025 - 03/31/2026 Description: ice melt applications sidewalks, walkways, and specialty areas Reference Line: F000820-23-2000000 - 2026 Pricing Options: 0026					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2027	Firm Fixed Price PSC: S208	Original: 100.000000 Change: 0.000000 Current: 100.000000	SF		
Period of Performance: 04/01/2025 - 03/31/2026 Description: sunken turf repair small area Reference Line: F000820-23-2000000 - 2027 Pricing Options: 0027					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2028	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EA		
Period of Performance: 04/01/2025 - 03/31/2026 Description: sunken grave repair average area is 5' x 10' Reference Line: F000820-23-2000000 - 2028 Pricing Options: 0028					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2029	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EA		
Period of Performance: 04/01/2025 - 03/31/2026 Description: weeding mulch/rock rings and beds hand or other control of emerged weeds in mulch/rock beds Reference Line: F000820-23-2000000 - 2029 Pricing Options: 0029					

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2030	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: edging of mulch/rock beds

Reference Line: F000820-23-2000000 - 2030

Pricing Options: 0030

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2031	Firm Fixed Price PSC: S208	Original: 6.000000 Change: 0.000000 Current: 6.000000	EA		

Period of Performance: 04/01/2025 - 03/31/2026

Description: tree pruning

Reference Line: F000820-23-2000000 - 2031

Pricing Options: 0031

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2032	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EA		

Period of Performance: 04/01/2025 - 03/31/2026

Description: tree removal

Reference Line: F000820-23-2000000 - 2032

Pricing Options: 0032

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2033	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EA		

Period of Performance: 04/01/2025 - 03/31/2026

Description: tree stump removal

Reference Line: F000820-23-2000000 - 2033

Pricing Options: 0033

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2034	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: shrub pruning

Reference Line: F000820-23-2000000 - 2034

Pricing Options: 0034

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2035	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: raise & realign upright marble headstones
Davis Bacon Act wages apply

Reference Line: F000820-23-2000000 - 2035

Pricing Options: 0035

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2036	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: fine tune and alignment of upright marble headstones -
bump and run to better align headstones

Reference Line: F000820-23-2000000 - 2036

Pricing Options: 0036

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2037	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EV		

Period of Performance: 04/01/2025 - 03/31/2026

Description: trash pick-up
regular emptying of cemetery trash containers and removal of trash from cemetery

Reference Line: F000820-23-2000000 - 2037

Pricing Options: 0037

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3001	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: turfgrass mowing
1.6 acres @ 35 times per year

Reference Line: F000820-23-2000000 - 3001

Pricing Options: 0001

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3002	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: turfgrass trimming around headstones
in conjunction with every mowing - approx 600 headstones

Reference Line: F000820-23-2000000 - 3002

Pricing Options: 0002

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3003	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: string trimming in improved areas - curbs, beds, trees, etc

Reference Line: F000820-23-2000000 - 3003

Pricing Options: 0003

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3004	Firm Fixed Price PSC: S208	Original: 8.000000 Change: 0.000000 Current: 8.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: edging - walks and curbs

Reference Line: F000820-23-2000000 - 3004

Pricing Options: 0004

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3005	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: pre-emergence herbicide application
1.6 acres - April and October

Reference Line: F000820-23-2000000 - 3005

Pricing Options: 0005

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3006	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: post-emergence herbicide application
1.6 acres - May and July

Reference Line: F000820-23-2000000 - 3006

Pricing Options: 0006

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3007	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: fertilization
1.6 acres 3 times - June, September & October/November

Reference Line: F000820-23-2000000 - 3007

Pricing Options: 0007

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3008	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: turfgrass aerification

Reference Line: F000820-23-2000000 - 3008

Pricing Options: 0008

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3009	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: turfgrass overseeding
1.6 acres - October (coincide w/ aerification)

Reference Line: F000820-23-2000000 - 3009

Pricing Options: 0009

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3010	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: grub insecticide application
1.6 acres one time

Reference Line: F000820-23-2000000 - 3010

Pricing Options: 0010

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3011	Firm Fixed Price PSC: S208	Original: 8.000000 Change: 0.000000 Current: 8.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: gophers, voles, moles control
8 times per year

Reference Line: F000820-23-2000000 - 3011

Pricing Options: 0011

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3012	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: post-emergence - targeting yellow nutsedge, creeping charlie, glechoma
hedcracea, ground ivy - herbicide
apply 2 times to 1.6 acres - mid-June and mid-July/August

Reference Line: F000820-23-2000000 - 3012

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
Pricing Options: 0012					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3013	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		
Period of Performance: 04/01/2026 - 03/31/2027					
Description: mulch/rock beds herbicide treatments					
Reference Line: F000820-23-2000000 - 3013					
Pricing Options: 0013					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3014	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
Period of Performance: 04/01/2026 - 03/31/2027					
Description: headstone cleaning clean once prior to Memorial Day					
Reference Line: F000820-23-2000000 - 3014					
Pricing Options: 0014					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3015	Firm Fixed Price PSC: S208	Original: 10.000000 Change: 0.000000 Current: 10.000000	EV		
Period of Performance: 04/01/2026 - 03/31/2027					
Description: raise/lower flag					
Reference Line: F000820-23-2000000 - 3015					
Pricing Options: 0015					
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3016	Firm Fixed Price PSC: S208	Original: 104.000000 Change: 0.000000 Current: 104.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: cemetery clean-up remove debris from cemetery grounds				
	Reference Line: F000820-23-2000000 - 3016				
	Pricing Options: 0016				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3017	Firm Fixed Price PSC: S208	Original: 10.000000 Change: 0.000000 Current: 10.000000	EV		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: fall leaf removal 1.6 acres				
	Reference Line: F000820-23-2000000 - 3017				
	Pricing Options: 0017				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3018	Firm Fixed Price PSC: S208	Original: 6.000000 Change: 0.000000 Current: 6.000000	EV		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: routine operation of irrigation system				
	Reference Line: F000820-23-2000000 - 3018				
	Pricing Options: 0018				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3019	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: irrigation system start-up (Spring)				
	Reference Line: F000820-23-2000000 - 3019				
	Pricing Options: 0019				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3020	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
		Current: 1.000000			

Period of Performance: 04/01/2026 - 03/31/2027

Description: Irrigation system blow-out/winterization (Fall)

Reference Line: F000820-23-2000000 - 3020

Pricing Options: 0020

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3021	Firm Fixed Price PSC: S208	Original: 4.000000 Change: 0.000000 Current: 4.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: repairs to broken branch lines (irrigation system)

Reference Line: F000820-23-2000000 - 3021

Pricing Options: 0021

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3022	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: repairs to broken underground wiring (irrigation system)

Reference Line: F000820-23-2000000 - 3022

Pricing Options: 0022

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3023	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: snow removal
streets and parking lots

Reference Line: F000820-23-2000000 - 3023

Pricing Options: 0023

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3024	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
		Current: 12.000000			

Period of Performance: 04/01/2026 - 03/31/2027

Description: snow removal
sidewalks, walkways, and specialty areas

Reference Line: F000820-23-2000000 - 3024

Pricing Options: 0024

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3025	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: ice melt application
streets and parking lots

Reference Line: F000820-23-2000000 - 3025

Pricing Options: 0025

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3026	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		

Period of Performance: 04/01/2026 - 03/31/2027

Description: ice melt applications
sidewalks, walkways, and specialty areas

Reference Line: F000820-23-2000000 - 3026

Pricing Options: 0026

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3027	Firm Fixed Price PSC: S208	Original: 100.000000 Change: 0.000000 Current: 100.000000	SF		

Period of Performance: 04/01/2026 - 03/31/2027

Description: sunken turf repair
small area

Reference Line: F000820-23-2000000 - 3027

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Pricing Options: 0027				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3028	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EA		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: sunken grave repair average area is 5' x 10'				
	Reference Line: F000820-23-2000000 - 3028				
	Pricing Options: 0028				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3029	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EA		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: weeding mulch/rock rings and beds hand or other control of emerged weeds in mulch/rock beds				
	Reference Line: F000820-23-2000000 - 3029				
	Pricing Options: 0029				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3030	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: edging of mulch/rock beds				
	Reference Line: F000820-23-2000000 - 3030				
	Pricing Options: 0030				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3031	Firm Fixed Price PSC: S208	Original: 6.000000 Change: 0.000000 Current: 6.000000	EA		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: tree pruning				

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Reference Line: F000820-23-2000000 - 3031				
	Pricing Options: 0031				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3032	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EA		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: tree removal				
	Reference Line: F000820-23-2000000 - 3032				
	Pricing Options: 0032				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3033	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EA		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: tree stump removal				
	Reference Line: F000820-23-2000000 - 3033				
	Pricing Options: 0033				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3034	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EV		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: shrub pruning				
	Reference Line: F000820-23-2000000 - 3034				
	Pricing Options: 0034				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3035	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: raise & realign upright marble headstones Davis Bacon Act wages apply				

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Reference Line: F000820-23-2000000 - 3035				
	Pricing Options: 0035				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3036	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: fine tune and alignment of upright marble headstones - bump and run to better align headstones				
	Reference Line: F000820-23-2000000 - 3036				
	Pricing Options: 0036				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3037	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EV		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: trash pick-up regular emptying of cemetery trash containers and removal of trash from cemetery				
	Reference Line: F000820-23-2000000 - 3037				
	Pricing Options: 0037				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4001	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: turfgrass mowing 1.6 acres @ 35 times per year				
	Reference Line: F000820-23-2000000 - 4001				
	Pricing Options: 0001				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4002	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: turfgrass trimming around headstones in conjunction with every mowing - approx 600 headstones				
	Reference Line: F000820-23-2000000 - 4002				
	Pricing Options: 0002				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4003	Firm Fixed Price PSC: S208	Original: 35.000000 Change: 0.000000 Current: 35.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: string trimming in improved areas - curbs, beds, trees, etc				
	Reference Line: F000820-23-2000000 - 4003				
	Pricing Options: 0003				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4004	Firm Fixed Price PSC: S208	Original: 8.000000 Change: 0.000000 Current: 8.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: edging - walks and curbs				
	Reference Line: F000820-23-2000000 - 4004				
	Pricing Options: 0004				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4005	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: pre-emergence herbicide application 1.6 acres - April and October				
	Reference Line: F000820-23-2000000 - 4005				
	Pricing Options: 0005				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4006	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
		Current: 2.000000			

Period of Performance: 04/01/2027 - 03/31/2028

Description: post-emergence herbicide application
1.6 acres - May and July

Reference Line: F000820-23-2000000 - 4006

Pricing Options: 0006

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4007	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: fertilization
1.6 acres 3 times - June, September & October/November

Reference Line: F000820-23-2000000 - 4007

Pricing Options: 0007

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4008	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: turfgrass aerification

Reference Line: F000820-23-2000000 - 4008

Pricing Options: 0008

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4009	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: turfgrass overseeding
1.6 acres - October (coincide w/ aerification)

Reference Line: F000820-23-2000000 - 4009

Pricing Options: 0009

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4010	Firm Fixed Price	Original: 1.000000	EV		

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	PSC: S208	Change: 0.000000 Current: 1.000000			

Period of Performance: 04/01/2027 - 03/31/2028

Description: grub insecticide application
1.6 acres one time

Reference Line: F000820-23-2000000 - 4010

Pricing Options: 0010

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4011	Firm Fixed Price PSC: S208	Original: 8.000000 Change: 0.000000 Current: 8.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: gophers, voles, moles control
8 times per year

Reference Line: F000820-23-2000000 - 4011

Pricing Options: 0011

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4012	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: post-emergence - targeting yellow nutsedge, creeping charlie, glechoma
hedcracea, ground ivy - herbicide
apply 2 times to 1.6 acres - mid-June and mid-July/August

Reference Line: F000820-23-2000000 - 4012

Pricing Options: 0012

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4013	Firm Fixed Price PSC: S208	Original: 2.000000 Change: 0.000000 Current: 2.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: mulch/rock beds herbicide treatments

Reference Line: F000820-23-2000000 - 4013

Pricing Options: 0013

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4014	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: headstone cleaning
clean once prior to Memorial Day

Reference Line: F000820-23-2000000 - 4014

Pricing Options: 0014

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4015	Firm Fixed Price PSC: S208	Original: 10.000000 Change: 0.000000 Current: 10.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: raise/lower flag

Reference Line: F000820-23-2000000 - 4015

Pricing Options: 0015

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4016	Firm Fixed Price PSC: S208	Original: 104.000000 Change: 0.000000 Current: 104.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: cemetery clean-up
remove debris from cemetery grounds

Reference Line: F000820-23-2000000 - 4016

Pricing Options: 0016

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4017	Firm Fixed Price PSC: S208	Original: 10.000000 Change: 0.000000 Current: 10.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: fall leaf removal
1.6 acres

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Reference Line: F000820-23-2000000 - 4017				
	Pricing Options: 0017				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4018	Firm Fixed Price PSC: S208	Original: 6.000000 Change: 0.000000 Current: 6.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: routine operation of irrigation system				
	Reference Line: F000820-23-2000000 - 4018				
	Pricing Options: 0018				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4019	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: irrigation system start-up (Spring)				
	Reference Line: F000820-23-2000000 - 4019				
	Pricing Options: 0019				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4020	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: Irrigation system blow-out/winterization (Fall)				
	Reference Line: F000820-23-2000000 - 4020				
	Pricing Options: 0020				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4021	Firm Fixed Price PSC: S208	Original: 4.000000 Change: 0.000000 Current: 4.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: repairs to broken branch lines (irrigation system)				

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Reference Line: F000820-23-2000000 - 4021				
	Pricing Options: 0021				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4022	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: repairs to broken underground wiring (irrigation system)				
	Reference Line: F000820-23-2000000 - 4022				
	Pricing Options: 0022				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4023	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: snow removal streets and parking lots				
	Reference Line: F000820-23-2000000 - 4023				
	Pricing Options: 0023				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4024	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: snow removal sidewalks, walkways, and specialty areas				
	Reference Line: F000820-23-2000000 - 4024				
	Pricing Options: 0024				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4025	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Description: ice melt application streets and parking lots				
	Reference Line: F000820-23-2000000 - 4025				
	Pricing Options: 0025				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4026	Firm Fixed Price PSC: S208	Original: 12.000000 Change: 0.000000 Current: 12.000000	EV		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: ice melt applications sidewalks, walkways, and specialty areas				
	Reference Line: F000820-23-2000000 - 4026				
	Pricing Options: 0026				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4027	Firm Fixed Price PSC: S208	Original: 100.000000 Change: 0.000000 Current: 100.000000	SF		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: sunken turf repair small area				
	Reference Line: F000820-23-2000000 - 4027				
	Pricing Options: 0027				
Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4028	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EA		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: sunken grave repair average area is 5' x 10'				
	Reference Line: F000820-23-2000000 - 4028				
	Pricing Options: 0028				

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4029	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EA		

Period of Performance: 04/01/2027 - 03/31/2028

Description: weeding mulch/rock rings and beds
hand or other control of emerged weeds in mulch/rock beds

Reference Line: F000820-23-2000000 - 4029

Pricing Options: 0029

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4030	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: edging of mulch/rock beds

Reference Line: F000820-23-2000000 - 4030

Pricing Options: 0030

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4031	Firm Fixed Price PSC: S208	Original: 6.000000 Change: 0.000000 Current: 6.000000	EA		

Period of Performance: 04/01/2027 - 03/31/2028

Description: tree pruning

Reference Line: F000820-23-2000000 - 4031

Pricing Options: 0031

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4032	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EA		

Period of Performance: 04/01/2027 - 03/31/2028

Description: tree removal

Reference Line: F000820-23-2000000 - 4032

Pricing Options: 0032

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4033	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EA		

Period of Performance: 04/01/2027 - 03/31/2028

Description: tree stump removal

Reference Line: F000820-23-2000000 - 4033

Pricing Options: 0033

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4034	Firm Fixed Price PSC: S208	Original: 3.000000 Change: 0.000000 Current: 3.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: shrub pruning

Reference Line: F000820-23-2000000 - 4034

Pricing Options: 0034

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4035	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: raise & realign upright marble headstones
Davis Bacon Act wages apply

Reference Line: F000820-23-2000000 - 4035

Pricing Options: 0035

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4036	Firm Fixed Price PSC: S208	Original: 1.000000 Change: 0.000000 Current: 1.000000	EV		

Period of Performance: 04/01/2027 - 03/31/2028

Description: fine tune and alignment of upright marble headstones -
bump and run to better align headstones

Reference Line: F000820-23-2000000 - 4036

Pricing Options: 0036

Number	Supplies or Services	Max. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4037	Firm Fixed Price PSC: S208	Original: 7.000000 Change: 0.000000 Current: 7.000000	EV		
Period of Performance: 04/01/2027 - 03/31/2028					
Description: trash pick-up regular emptying of cemetery trash containers and removal of trash from cemetery					
Reference Line: F000820-23-2000000 - 4037					
Pricing Options: 0037					

A.1 Description of Amendment/Modification

High Level Changes:

- **New**
- **Updated**
 - Closing Date Time changed from 04/06/23 15:00:00.000 to 05/05/23 15:00:00.000
 - Description changed from Solicitation is extended to 04/06/2023 to allow additional time for quotes. to Solicitation is amended and extended to 05/05/2023 to solicit as a VOSB set-aside.
 - Solicitation Date changed from 03/30/2023 to 05/01/2023
 - Extended Description changed from Solicitation is extended to 04/06/2023 to allow additional time for quotes. to Solicitation is amended and extended to 05/05/2023 to solicit as a VOSB set-aside.
 - Set Aside changed from FAR 19.14 SDVOSB Set Aside to VOSB Set Aside

Clause Changes:

- **New**
 - Added 852.219-74 VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED VETERAN-OWNED SMALL BUSINESSES (NOV 2022) by Full Text
- **Updated**
 -
- **Removed**
 - Removed 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (NOV 2022)

Section 2 - Contract Clauses

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/index.asp>

[Insert one or more Internet addresses]

(End of clause)

Clause	Title	Fill-ins
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Clause	Title	Fill-ins
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020)	
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
52.222-6	Construction Wage Rate Requirements (Aug 2018)	
52.222-7	Withholding of Funds (May 2014)	
52.222-8	Payrolls and Basic Records (Jul 2021)	
52.222-9	Apprentices and Trainees (July 2005)	
52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	
52.222-11	Subcontracts (Labor Standards) (May 2014)	
52.222-12	Contract Termination - Debarment (May 2014)	
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)	
52.222-14	Disputes Concerning Labor Standards (Feb 1988)	
52.222-15	Certification of Eligibility (May 2014)	
52.222-30	Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method) (Aug 2018)	
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MAY 2020)	

52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022)

(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 Federal Acquisition Regulation (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 FAR 32.608-2 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. 4701 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) [Reserved]

(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)

52.216-18 Ordering (Aug 2020)

- (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 April 1, 2023 through March 31, 2024 [insert dates].
- (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) A delivery order or task order is considered "issued" when--
- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

- (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

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 \$1,000.00 [insert dollar figure or quantity], 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 \$140,000.00 [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of \$200,000.00 [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 180 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 _____ 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)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 03/31/2024 [insert date].

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

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

(End of clause)

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 *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.222-32 Construction Wage Rate Requirements-Price Adjustment (Actual Method) (Aug 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) (1) The Contractor states that if the prices in this contract contain an allowance for wage or benefit increases, such allowance will not be included in any request for contract price adjustment submitted under this clause.

(2) The Contractor shall provide with each request for contract price adjustment under this clause a statement that the prices in the contract do not include any allowance for any increased cost for which adjustment is being requested.

(c) The Contracting Officer will adjust the contract price or contract unit price labor rates to reflect the Contractor's actual increase or decrease in wages and fringe benefits to the extent that the increase is made to comply with, or the decrease is voluntarily made by the Contractor as a result of--

(1) Incorporation of the Department of Labor 's Construction Wage Rate Requirements wage determination applicable at the exercise of an option to extend the term of the contract; or

(2) Incorporation of a Construction Wage Rate Requirements wage determination otherwise applied to the contract by operation of law.

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

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a revised wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall notify the Contracting Officer promptly of any decrease under this clause, but nothing in this clause precludes the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the Contracting Officer will modify the contract price or contract unit price in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) Contract price adjustment computations shall be computed as follows:

(1) *Computation for contract unit price per single craft hour for schedule of indefinite-quantity work.* For each labor classification, the difference between the actual wage and benefit rates (combined) paid and the wage and benefit rates (combined) required by

the new wage determination shall be added to the original contract unit price if the difference results in a combined increase. If the difference computed results in a combined decrease, the contract unit price shall be decreased by that amount if the Contractor provides notification as provided in paragraph (e) of this clause.

(2) *Computation for contract unit price containing multiple craft hours for schedule of indefinite-quantity work.* For each labor classification, the difference between the actual wage and benefit rates (combined) paid and the wage and benefit rates (combined) required by the new wage determination shall be multiplied by the actual number of hours expended for each craft involved in accomplishing the unit-priced work item. The product of this computation will then be divided by the actual number of units ordered in the preceding contract period. The total of these computations for each craft will be added to the current contract unit price to obtain the new contract unit price. The extended amount for the line item will be obtained by multiplying the new unit price by the estimated quantity. If actual hours are not available from the preceding contract period for computation of the adjustment for a specific contract unit of work, the Contractor, in agreement with the Contracting Officer, shall estimate the total hours per craft per contract unit of work.

Example: Asphalt Paving--Current Price \$3.38 per Square Yard

DBA Craft	New WD		Hourly rate paid		Diff.		Actual Hrs	Actual units (sq. yard)		Increase/sq yard
Equip. Opr.	\$18.50	-	\$18.00	=	\$.50	x	600 hrs./	3,000 sq. yrd.	=	\$.10
Truck Driver	\$19.00	-	\$18.25	=	\$.75	x	525 hrs./	3,000 sq. yrd.	=	\$.13
Laborer	\$11.50	-	\$11.25	=	\$.25	x	750 hrs./	3,000 sq. yrd.	=	\$.06

Total increase per square yard = \$.29 *

*Note: Adjustment for labor rate increases or decreases may be accompanied by social security and unemployment taxes and workers' compensation insurance.

Current unit price (per square yard)	= \$3.38
Add DBA price adj	+.29
New unit price (per square yard)	\$3.67

(End of clause)

52.228-5 Insurance-Work on a Government Installation (Jan 1997)

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

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

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

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

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

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond 2023. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can

be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 2023, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.237-3 Continuity of Services (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

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

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

(End of clause)

852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of clause)

852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

(a) Definitions. As used in this clause-

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

(2) Designated agency office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) Invoice payment has the meaning given in FAR 32.001; and

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

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

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

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

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

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

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

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

(End of clause)

852.219-74 VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED VETERAN-OWNED SMALL BUSINESSES (NOV 2022)

(a) *Definition.* For the Department of Veterans Affairs, "Veteran-owned small business or VOSB":

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more Veteran(s);

- (ii) The management and daily business operations of which are controlled by one or more Veteran(s);
 - (iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;
 - (iv) The business has been verified for ownership and control pursuant to 38 CFR part 74 and is listed in VA's Vendor Information Pages (VIP) database at: <https://www.vetbiz.va.gov/vip/>; and
 - (v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR parts 121 and 125, provided that any requirement therein that applies to a service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to also apply to a VA verified and VIP-listed VOSB, unless otherwise stated in this clause.
 - (vi) The term VOSB includes VIP-listed service-disabled veteran-owned small businesses (SDVOSB).
- (2) "Veteran" is defined in 38 U.S.C. 101(2).
- (3) The term "*small business concern*" has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).
- (4) The term "*small business concern owned and controlled by Veterans*" has the meaning given that term under section 3(q)(3) of the Small Business Act (15 U.S.C. 632(q)(3)), except that for a VA contract the firm must be listed in the VIP database (see paragraph (a)(1)(iv) of this clause).
- (b) *General.* (1) Offers are solicited only from VIP-listed VOSBs, including VIP-listed SDVOSBs. Offers received from entities that are not VIP-listed at the time of offer shall not be considered.
- (2) Any award resulting from this solicitation shall be made only to a VIP-listed VOSB who is eligible at the time of submission of offer(s) and at time of award.
- (3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as a VOSB, including set-asides, sole source awards, and evaluation preferences.
- (c) *Representation.* Pursuant to 38 U.S.C. 8127(e), only VIP-listed VOSBs are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible VOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70.
- (d) *Agreement.* When awarded a contract action, including orders under multiple-award contracts, a VOSB agrees that in the performance of the contract, the VOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size and government contracting programs at 13 CFR parts 121 and 125, including the non-manufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406(b) and 125.6. Unless otherwise stated in this clause, any requirement in 13 CFR parts 121 and 125 that applies to an SDVO SBC, is to be construed to also apply to a VIP-listed VOSB. For the purpose of the limitations on subcontracting, only VIP-listed VOSB, (including independent contractors) is considered eligible and/or "similarly situated" (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required certification requirements in this solicitation (see 852.219-75 and/or 852.219-76 as applicable). These requirements are summarized as follows:
- (1) *Services.* In the case of a contract for services (except construction), the VOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not VIP-listed VOSBs (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.
- (2) *Supplies/products.* (i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the VOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not VIP-listed VOSBs. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.
- (ii) In the case of a contract for supplies from a non-manufacturer, the VOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction.* In the case of a contract for general construction, the VOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not VIP-listed VOSBs.

(4) *Special trade construction contractors.* In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not VIP-listed VOSBs.

(5) *Subcontracting.* A VOSB must meet the NAICS size standard assigned by the prime contractor and be listed in VIP to count as similarly situated. Any work that a first tier VIP-listed VOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period.* A VOSB shall comply with the limitations on subcontracting as follows:

[Contracting Officer check as appropriate.]

☒ By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(f) *Joint ventures.* A joint venture may be considered eligible as a VOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any requirement therein that applies to an SDVO SBC is to be construed to also apply to a VIP-listed VOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence.* The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Program for SDVO SBCs and the VA Veterans First Contracting Program.

(h) *Misrepresentation.* Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's VOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406-2, Causes for Debarment).

(End of clause)

852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING-CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (NOV 2022)

(a) Pursuant to 38 U.S.C. 8127(k)(2), the offeror certifies that-

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows: [Contracting Officer check the appropriate box below based on the predominant NAICS code assigned to the instant acquisition as set forth in FAR 19.102.]

(i) ☒ *Services.* In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-73 or VOSBs as set forth in 852.219-74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) ☐ *General construction.* In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-73 or VOSBs as set forth in 852.219-74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) ___ Special trade construction contractors. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-73 or VOSBs as set forth in 852.219-74. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating section 1001 of title 18.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification:

I hereby certify that if awarded the contract, _____ will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of

_____.

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of clause)

(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 products and commercial services:

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 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 products and commercial services:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (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 (Jun 2020) (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. (Nov 2021) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) [Reserved].

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-6.

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (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 (Jun 2020) of 52.219-9.

___ (v) Alternate IV (Sep 2021) of 52.219-9.

___ (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (Mar 2020) of 52.219-13.

___ (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

X (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (Mar 2023) (15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (Mar 2020) of 52.219-28.

___ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (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 (Oct 2022) (15 U.S.C. 637(m)).

___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

___ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 657s).

___ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2022) (E.O. 13126).

___ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

___ (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

___ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

___ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

___ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (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).

___ (36) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

___ (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 (May 2020) (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 (Jun 2020) (E.O. 13513).

___ (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)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).

___ (ii) Alternate I (Oct 2022) of 52.225-1.

___ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

___ (iii) Alternate II (Dec 2022) of 52.225-3.

___ (iv) Alternate III (Jan 2021) of 52.225-3.

___ (v) Alternate IV (Oct 2022) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (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. Subtitle A, Part V, Subpart G 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) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

___ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

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

___ (iii) Alternate II (Nov 2021) 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 products and commercial services:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 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).

___ (5) 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).

__ (6) 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).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract 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 products or commercial services. 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 (Nov 2021) (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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (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).

(xiv) 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).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

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

(xx) 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. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section 3 - Documents, Exhibits, or Attachments

Identifier	Title	DateS	Number of Pages
1	DIGNITY CLAUSE	03/21/2023	
2	Contract Estimated Minimum and Maximum Values	03/21/2023	
3	Quincy Grounds Maintenance Statement of Work	03/21/2023	
4	Service Contract Act Wage Determination 2015_5031_Rev19_12272022	03/21/2023	
5	Davis Bacon Act Wage Determination IL20230001 03032023	03/21/2023	
6	Instructions to Offerors	03/21/2023	

Section 4 - Solicitation Provisions

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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

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

??

[Insert one or more Internet addresses]

(End of provision)

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services (Mar 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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 Federal Acquisition Regulation (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 FAR subpart 4.10), or alternative commercial products or commercial services 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/>).

(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 that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) 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 FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved].

(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 products, the make and model of the product 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)

52.204-7 System for Award Management (Oct 2018)

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

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM)" means that--

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) 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 exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of provision)

52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)

(a) *Definition.* As used in this provision--

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) *The appropriate country codification bureau.* Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location

code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of provision)

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.216-27 Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.217-3 Evaluation Exclusive of Options (Apr 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; *i.e.*, options will not be included in the evaluation for award purposes.

(End of provision)

52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work (May 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.233-2 Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the contracting office listed on the SF1449.

(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)

852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

(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)

52.212-2 Evaluation-Commercial Products and Commercial Services (Nov 2021)

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

Price Non-price Factor

[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]

Technical and past performance, when combined, are N/A *[Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]*

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

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

(End of provision)

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services (Dec 2022)

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

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

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

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

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

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

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

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

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

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

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

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

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

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"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"--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(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 in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing the SAM 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 Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)

(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that--

(i) It ___ is, ___ is not a small business concern; or

(ii) It ___ is, ___ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(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--

(i) It ___ is, ___ is not a service-disabled veteran-owned small business concern; or

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(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 joint venture eligible under the WOSB Program.* The offeror represents that it ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

(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; or

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall provide representation of its WOSB status.

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*]

(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; or

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall provide representation of its EDWOSB status.

Note to Paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (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, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(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)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical 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	Exceeds 55% domestic content (yes/no)
?? _____	_____	_____
?? _____	?? _____	_____
?? _____	?? _____	_____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____.

[List as necessary]

(4) 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)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical 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. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
??	??	??
??	??	??
??	??	??

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. _____

[List as necessary]

(v) 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 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 Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line item No.
??
??
??

[List as necessary]

(3) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 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]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made 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. §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. §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. §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)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

(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.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

__ (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 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 e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) 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 <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(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 website 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 website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website 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 website(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).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It ___ does, ___ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ___ does, ___ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)