Passed: July 18, 2011 Signed: July 28, 2011

ORDINANCE NO. __2011-07-074

AN ORDINANCE APPROVING A SUPPORTIVE HOUSING PROGRAM SUBRECIPIENT AGREEMENT WITH SALVATION ARMY SERVICES, INC.

(FY 2011-2012)

WHEREAS, on November 14, 2010 the City submitted an application to the U.S. Department of Housing and Urban Development (hereinafter "HUD") for Supportive Housing Program (hereinafter "SHP") funds to continue transitional Housing programs sponsored by three private non-profit organizations: A Woman's Fund, Urbana, Illinois; Center for Women in Transition, Champaign, Illinois; and Salvation Army Services, Champaign, Illinois (hereinafter collectively referred to as the "Participating Organizations"); and

WHEREAS, on March 7, 2011, HUD notified the City that HUD had approved the City's application for SHP funds; and

WHEREAS, on May 25, 2011, the City executed a SHP Grant Agreement (Grant No. IL0037B5T030802) with HUD to govern expenditure of SHP renewal funds by the City and Participating Organizations; and

WHEREAS, the Participating Organizations have heretofore expressed their intent to assume responsibility from the City for their respective transitional housing programs with SHP funds and in accordance with SHP regulations; and

WHEREAS, in its application for SHP funds the City declared its intent to provide SHP funds to the Participating Organizations for their use in continuing their respective transitional housing programs for homeless families.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement providing \$26,905.00 in Supportive Housing Program funds to Salvation Army Services, Inc., so as to continue

their respective transitional housing programs for homeless families, in substantially the form of the copy of said Agreement attached hereto and herby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 18th day of _____ July_ 2011 .

AYES: Bowersox, Jakobsson, Lewis, Marlin, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:

APPROVED by the Mayor this 28th day of

July

2011 .

Pryssing, Mayor Lunt By: Charles A. Smyth, Mayor Pro-tem



APR 1 8 2012

Sub-Contract THE SALVATION ARMY

Phyllis D. Clark City Clerk

This contract is made by and between the City of Urbana, Illinois (hereinafter the "City"), and <u>Salvation Army Services</u> (hereinafter the "Subcontractor") to provide for the services to homeless veterans required under Contract Number <u>VA550C26072</u> between the City and the Department of Veterans Affairs, Illiana Health Care System.

On January 27, 2012, the City entered into a Contract with the Department of Veterans Affairs, Illiana Health Care System, to administer and govern expenditure of funds granted to the City to provide services to homeless veterans by the Salvation Army. This Subcontract is in furtherance of that contract.

NOW, THEREFORE, in consideration of the matters set forth above and below, the parties agree as follows.

Section 1. Definitions. Whenever used in this Contract:

- A. The term "Contract" means the agreement between the City and VA executed by the City on January 27, 2012, in connection with the Contract No. <u>VA550C26072</u>.
- B. The term "Subcontract" means this agreement between the City and the Salvation Army to furnish services, in connection with the Contract No. <u>VA550C26072</u>.

Section 2. Purpose of Subcontract. The purpose of this Subcontract is to set forth the terms and conditions under which the City shall administer funds for payment to the Subcontractor for its Homeless Veteran's Services to Homeless Beneficiaries Program. This Subcontract sets forth rights and responsibilities of both parties in connection with the Contract for Homeless Veterans Services for Veteran Beneficiaries, the Subcontractor assumes full responsibility for adherence to all applicable laws, assurances, regulations, and guidelines associated with this contract.

Section 3. Applicable Procedures and Guidelines. The Subcontract and all activities undertaken by the Subcontractor pursuant thereto shall be governed by the procedures and guidelines set forth in Attachment A, a copy of which is attached hereto and made a part hereof;

<u>Section 4. Contract.</u> Subject to the terms of the contract and this subcontract, the City agrees to administer this contract on behalf of the Salvation Army, The Subcontractor agrees to use funds given to it by the Dept. of Veteran's Affairs, as administered by the City pursuant to this subcontract, to undertake those activities identified as the responsibility of the Subcontractor in the manner identified.

- 1) Amount of said Contract between the City and the VA is \$127,875
- Five percent (5%) of this contract will be used for the purpose of paying costs of administering this contract.

<u>Section 7. Payouts</u>. The Subcontractor understands that City staff responsible for the contract will monitor eligible activities and expenses on a monthly basis as payment requests are submitted by the subcontractor, as part of the procedures established for payout approval process, a copy of which is attached hereto as Attachment B and made a part hereof;

Section 8. Notices. Any notice, demand, request, or other communication that either party may desire or may be required to give to the other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication whether by telegram, telecopier, or email, together with confirmation of transmission; or (c) first-class United States mail, postage prepaid.

Grants Management Division, Dept. of Community Development Services City of Urbana 400 South Vine Street Urbana, Illinois 61801 TO THE SUBCONTRACTOR: Envoy Mike Fugua, Corps Administrator The Salvation Army 2214 North Market Street Champaign, Illinois 61824 IN WITNESS WHEREOF, the City and the Subcontractor have respectively signed this Subcontract and have caused their seals to be affixed hereto. **CITY OF URBANA, ILLINOIS:** DATE: 4/17/12 BY: THE SALVATION ARMY (SUBCONTRACTOR): 4 2012 BY: Signature Bramwell E. Higgins 4 2012 ATTEST: DATE: Name & Title E. Randall Polsley **Asst.** Treasurer ATTACHMENT A: Grants Management Division, Standard Operating Procedure (Updated), Contract with the VA Illiana Health Care System ATTACHMENT B: Payout Approval Process - Grants Management Division Programs (including HOME, Supportive Housing, CDBG, etc.) ATTACHMENT C: Solicitation/Contract/Order for Commercial Items, issued by the Dept. of Veterans Affairs to the Executive Dept., City of Urbana.

Kelly H. Mierkowski, Manager

TO THE CITY:



GRANTS MANAGEMENT DIVISION

Standard Operating Procedure - Updated

For: Contract with the VA Illiana Health Care System

Date: December 21, 2011 **Prepared by:** Kelly H. Mierkowski – Manager,

Grants Management Division

Pages: Two (2)

Purpose:

To establish a procedure for the Contract between the City of Urbana and the Dept. of

Veteran Affairs, specifically with regard to the contract for the Salvation Army of Champaign County, who shall furnish Homeless Veterans Services to Veteran

beneficiaries;

Scope:

This procedure only applies to the contract with the Veteran Affairs Illiana Health Care

System, with Salvation Army as a subcontractor of the City.

Policy:

This procedure shall be completed in accordance with the procedures set forth in the HUD Supportive Housing Program Desk Guide, the new HUD Guidance on Monitoring for Supportive Housing Programs, and the HUD Supportive Housing Program Self-

Monitoring Tools, to ensure that the Contract is administered properly.

Contents:

Section A

Program Description

Section B

Responsibilities of the Subcontractor

Section C

Responsibilities and Procedures of the Contract Administrator

Section A: Program Description

- A. To furnish Homeless Veterans Services to Veteran beneficiaries, for whom such care is specifically authorized by the VA Illiana Health Care System Homeless Team.
- B. The City of Urbana, specifically the Grants Management Division of the Dept. of Community Development Services, will serve as the Contractor Administrator for this contract; Salvation Army will serve as a Subcontractor of the City.
- C. The Subcontractor shall furnish services to Veteran beneficiaries, as noted in the attached Statement of Work.

Section B: Responsibilities of the Subcontractor

The Subcontractor must:

- 1. Maintain adequate documentation to demonstrate the eligibility of persons served;
- 2. Maintain records that show the eligible costs of the services and contract;
- 3. Submit proper documentation of eligible expenses to the City on a monthly basis.
- 4. Submit monthly reports to the VA and City of Urbana; and
- 5. Maintain files/records as required which relate to the overall administration of the contract;

Section C: Responsibilities of the Contract Administrator

- A. As Contract Administrator, the City of Urbana will:
 - 1. Oversee ongoing management of this contract;
 - 2. Review and approve subcontractor billing and reimbursement of expenses;
 - 3. Verify progress towards program goals/performance measures established under the statement of work and the contract.
 - 4. Serve as liaison to the Subcontractor and VA to ensure the statement of work standards are being met;
 - City staff responsible for the program will continue to provide updates to the Division Manager and Department Director as needed to ensure delivery of services and a continued successfully managed contract.
- B. Monthly Reporting City staff responsible for the program will regularly:
 - 1. Review reports submitted by the subcontractor;
 - 2. The subcontractor will be required to provide a summary of expenditures
- C. Site Monitoring City staff will visit the subcontractor and review files to:
 - 1. Moritor agency sponsors' record keeping and files to determine that records comply with City policies and procedures, as well as any Federal regulations;
 - 2. Ensure proper documentation of supportive services is received by participants;
 - 3. Determine that the subcontractor is maintaining appropriate and adequate financial records related to contract expenses.
- D. Payouts/Reimbursement of Subcontractor City staff responsible for the contract will monitor eligible activities and expenses on a monthly basis as payment requests are submitted by the subcontractor:
 - 1. The subcontractor will submit proper source documentation showing actual expenses when submitting invoices for payment:
 - City staff will review the subcontractor billings for eligibility, addition errors, and timeliness.
 - 3. Upon approval of subcontractor billing, City staff will issue a memorandum to request reimbursement from the VA Illiana Health Care System, which will include a 5% administration fee.
 - 4. The 5% administration fee, to be included with the fee of \$27.50 which will be charged by the Salvation Army, will bring the total amount charged per Veteran per day to \$28.88.
 - 5. This amount will be submitted monthly to the VA Illiana Health Care System for reimbursement; the City of Urbana will then reimburse the subcontractor.



GRANTS MANAGEMENT DIVISION

Standard Operating Procedure

For: Payout Approval Process – Grants Management Division Programs

(including HOME, Supportive Housing, CDBG, etc.)

Date: March 16, 2006 Prepared by: John Schneider, GMD Manager

Pages: Two (2)

Purpose:

To establish a procedure to ensure that all requests for payment are processed

from correct line items and activities and are checked for accuracy and

consistency with the City budget records.

Scope:

This procedure applies to requests for payment for projects associated with the

Grants Management Division of the City of Urbana, including CDBG, HOME,

Supportive Housing, etc. funded projects.

Policy:

This procedure shall be completed as outlined.

Procedure:

- 1. At the time a request for payment and all required supporting documentation is received from a contractor, subrecipient or vendor, the Grants Management Division staff responsible for the payout prepares a memorandum to the Community Development Services Department Secretary requesting that a Purchase Order be prepared for the subject payout (in accordance with City of Urbana Purchase Order procedures).
- 2. The memo requesting preparation of payout shall include a copy of invoice and properly completed Grants management Division Supplement to Purchase Order indicating that Competitive Purchase procedures have been followed.
- 3. The Department Secretary then prepares the Purchase Order and presents it to the Grants Division Manager for approval (prior to Department Head approval is requested).

- 4. At the time the request for payment is presented to the Grants Division Manager for approval, the Manager shall verify that the payout requested and line item are consistent with the City financial records by comparing the requested payout information against the internal Budget Forecast located on the City's internal computer website.
- 5. Upon verification that the account number associated with the requested payout is accurate and consistent with the City's financial records and is an eligible expense under the line item and under the HUD grant regulations; the Grants Division Manager signs the Purchase Order.
- 6. The Grants Division Manager returns the Purchase Order to the Department Secretary for Department Head approval, Comptroller approval and Chief Administrative Officer approval.
- 7. Purchase Order is then forwarded for processing to the Finance Department. A Check in the amount requested and associated documentation is returned to the Grants Management Division. Division Secretary makes a copy of the check and attaches it to the Purchase Order copy to be placed in the project file. Staff responsible for payout ensures payment is conveyed to requesting entity.

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Emergency Statement of Work

GENERAL:

The Salvation Army of Champaign County shall furnish Homeless Veterans Services to Veteran beneficiaries for whom such care is specifically authorized by VA Illiana Health Care System Homeless Team. Veterans under this contract shall be treated with respect, dignity, and honor at all times.

- The Salvation Army shall reserve twenty-five (25) beds per day for Veterans placed under this contract.
- Veterans shall be allowed use of all common areas such as lounges, snack areas, and game areas as provided to other residents. Unless specifically excluded/excepted in this contract, the per diem rate established will include all of the services listed in this document and will also include all services and or supplies normally provided to other residents by the facility without extra charge.
- Authorized Veterans in residence at the facility will be expected to abide by the same rules established for other residents. Veteran's use of emergency/transitional housing under this agreement will be contingent upon the Veterans adherence to the resident agreement and treatment plan. Adherence monitoring shall be a joint effort between the contractor and the VA Social Worker.
- The Salvation Army shall submit a daily roster which is to be faxed no later than 9am to the Homeless Coordinator to verify bed status. The Salvation Army shall submit a monthly invoice within ten (10) days after the end of each month. Absences of the resident from the facility in excess of forty eight (48) hours will not be reimbursable except with the prior approval of the VA Homeless Coordinator. Should an authorized Veteran absent himself/herself AWOL, payment for the services would be continued for a maximum of two (2) day provided there is documented notification from The Salvation Army of the Veteran being absent, an active outreach effort on the part of The Salvation Army staff to locate the Veteran, and a strong likelihood the Veteran will return.
- Veterans placed under this contract will not be charged any additional fees without the direct approval of the VA Homeless Veteran Program Coordinator
- Alcohol or drug use shall not be permitted in or on the facility grounds. If a Veteran appears to be under the influence of drugs or alcohol, The Salvation Army staff have the right to issue a breathalyzer. If a veteran is under the influence, The Salvation Army will have a contingency plan in place for relapses which includes working with the VA Substance Use Disorder Specialist. Veterans under the influence will be removed from the facility to seek medical care and transportation via ambulance. If a Veteran is under the influence The Salvation Army will notify the VA Homeless Coordinator within 24 hours. Coordination between Veteran, The Salvation Army and VA Social Worker will be in place for continued support and treatment regarding Veteran's relapse and safety plan. If a

- Veteran becomes violent or aggressive The Salvation Army reserves the right to notify local law enforcement agency for continued support._
- The Salvation Army shall provide beds with mattresses for the resident's use.
 Temporary arrangements have been made by The Salvation Army purchasing Army cots until Veterans are infiltrated into the General Population on beds.
 Locker Space shall be provided for resident to hang clothing.
- The Salvation Army shall comply with the principles listed in 38 CFR 17.707(b) to provide housing and supportive services in a manner that is free from religious discrimination.
- The VA Homeless Program will place Veterans into the program who may have various criminal and legal backgrounds. Some of these backgrounds may include felonies, misdemeanors, and sometimes sexual offense histories. The VA homeless program guidelines for care regarding criminal offenses is in accordance with HUD /VASH guidelines, which allows Veterans who have felonies and who are not registered as a lifetime sexual offender to receive care and housing. With this contract The Salvation Army agrees to house Veterans who have criminal backgrounds, which may include felonies, misdemeanors. Past sexual offender convictions will be reviewed on an individual basis by the Social Services Director.
- The Salvation Army will provide each Veterans with a MTD Bus Pass \$60.00/annually per resident) for local transportation to meetings and the Champaign Mass Transit terminal in the mornings to catch the Champaign JARC shuttle to VA Illiana for work therapy and medical appointments. The Salvation Army will also provide JARC bus tickets to the Veterans as needed. This will be included in the per diem rate.

HEALTH & SAFETY

The Salvation Army shall furnish each Veteran with the following services:

- The Salvation Army is handicap and wheelchair accessible per City, State, and Federal guidelines.
- Laundry Facility on site will be available for residents use including providing soap and softener. Towel and bed linens will be provided upon arrival.
- A temperature controlled environment with no extreme heat or cold, air conditioning and heat with adequate air flow and air quality.
- Access to hand sanitizer in addition to soap and water to help avoid the spread of infectious disease.
- An environment free from weapons of any kind.
- Support for an alcohol/drug abuse free lifestyle in allowing AA and NA meetings to be held on site as well as VA Substance Use Disorder Specialist (SUD) treatment groups to be held on site with an active relapse prevention plan in place.
- Veterans shall be treated in a respectful manner by staff.
- The Salvation Army will maintain an environment free from alcohol and substance use.

The Salvation Army will notify VA Illiana Health Care System within 24 hours in the
event of Veteran Illness or injury. If said injury or illness requires Veteran to be
evaluated by a physician or transported via ambulance, The Salvation Army will
notify the VA Homeless Coordinator immediately, or as soon as possible once
Veteran is cared for, during work hours, (M-F, 7am-4:30pm) or the Administrator
on Duty during off hours (217-554-4560) and the VA After Hours Triage Number
(1-888-836-6446)

NUTRITION

The Salvation Army will furnish each Veteran authorized care with the following services:

- 1 hot meal a day every evening and 2 cold meals on both breakfast and lunch.
- Sanitary procedures shall be established and maintained for washing dishes, cleaning equipment and work areas, and for proper waste disposal.
- Options for meals for Veterans with special dietary restrictions or food preferences based on religious beliefs (ie: vegetarian options, sugar free options)
- Adequate portions to satisfy the dietary needs and meet the daily requirements for fruits, vegetables, and whole grains.
- If a Veteran is working an alternative shift he will have the ability to take a "sack lunch" meal with him to his job site and or have the ability to have a meal upon return to the shelter upon return from work.
- Veterans will have access to snacks either from a snack machine which they can purchase or on site supplied by The Salvation Army.
- Adequate access to water and the ability to stay hydrated at all times.

SECURITY

The Salvation Army shall furnish each Veteran with the following services:

- Each Veteran will be provided individual, locked, secure storage for their personal belongings and have access to their medication at all times. Medication will be stored in the Shelter Office.
- A confidential individual resident record shall be maintained by The Salvation Army and kept in a secure place which will comply with VA requirements for confidentiality. VA staff will have access to these records upon request. These records will contain identifying information, a treatment plan with goals and periodic progress evaluations as well as a final summary upon the Veteran's discharge, successfully or unsuccessfully, from The Salvation Army. The Veteran, Salvation Army staff, and the VA Social Worker will contribute to the development and evaluation of the individual case record.
 - The patient record maintained by The Salvation Army will include:
 - > Reasons for referral

- All essential identifying data relevant to the resident and any family or emergency contact.
- Data relating to the patient's admission, including targeted goals for constructive changes to be attained during the housing episode.
- Copies of all medical prescriptions issued by any physician, including orders, if any, for medications to be taken and/or diets to be followed.
- The Salvation Army will employ sufficient staff to carry out the policies, responsibilities, and programs of the facility. There must be a minimum of one full time staff person on duty twenty four (24) hours a day, seven (7) days a week. VA staff must have a working phone number in order to contact contractor staff on site twenty four (24) hours a day and must be notified within one (1) hour if this number has changed or is not working. There must be a back-up number at all times.
- The Salvation Army will cooperate with any and all pre-award on site inspection and evaluation of the said facility, personnel, services, and furnishings as well as an annual evaluation.
- VA is permitted twenty four (24) hour access to the facility for monitoring of Veterans and to respond to emergencies involving Veterans. The Salvation Army will post the National Homeless Hotline Number, (1-877-424-3838) and the Veteran Crisis Hotline Number (1-800-273-8255 press 1 for Veteran).

SERVICES

The Salvation Army shall furnish each Veteran with the following services:

- Evening and weekend access by the Veterans to therapeutic and rehabilitation services determined to be needed by each individual as stated in their treatment plan which will be developed between the Veteran and The Salvation Army and/or VA case manager.
- Access to structured group activities including physical activities as appropriate.
- Health and personal hygiene maintenance and education such as in-service education from local health departments and/or VA personnel.
- Supportive services arranged by the VA case manager which may occur after the facility curfew.
- Access to individual professional counseling, including counseling on self care skills, adaptive coping skills, and vocational rehabilitation counseling in collaboration with a VA program.

Education and assistance in learning about responsible living skills with a goal
of achieving a more adaptive level of personal functioning and documentation
from the contractor on how this service is being delivered.

ADDITIONAL GUIDELINES:

- Fire, Safety: The Salvation Army warrants that all applicable fire laws (City, State, Federal) are being complied with and there are no recommendations of fire officials which have not been resolved. Fire drills will be conducted monthly with an evening Fire Drill every quarter with documentation of each, along with documentation of new patient fire and safety orientation. Salvation Army staff will have fire and safety training every two months with documentation.
- The Salvation Army will have posted disaster plan for tornado warnings and will not require Veterans to leave premises if there is an active tornado warning. The Salvation Army will ensure safety of Veterans and have posted where Veterans should locate in the event of a tornado and any other weather related emergency and will ensure Veterans safety.

CONTINUATION PAGE

A.2 PRICE/COST SCHEDULE

	DESCRIPTION OF QTY SUPPLIES/SVCS	UNIT	UNIT PRICE	AMOUNT
1	1.00 Contract with Salvat thru City of Urbana homeless veterans to quarter staring Dece continue thru May 31 Vol II Chapter 6 #20	for housing of start in FY12 1stander 1, 2011 and ,2012. VAF Policies	id	\$127,875.00
		GRAND TOTA	AL	\$127,875.00

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION AMOUNT

REQUISITION NUMBER

A.3 DELIVERY SCHEDULE

ITEM NUMBER QUANTITY DATE OF DELIVERY 1.00

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2011)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- [] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- [] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- [] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- [] (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- [X] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- [] (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

[]	(8) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a)
	(9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
[]	(10) [Reserved]
[]	(11)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
[]	(ii) Alternate I (NOV 2011).
[]	(iii) Alternate II (NOV 2011).
[]	(12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
[]	(ii) Alternate I (Oct 1995) of 52.219-7.
[]	(iii) Alternate II (Mar 2004) of 52.219-7.
	(13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
[]	(14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
[]	(ii) Alternate I (Oct 2001) of 52.219-9.
[]	(iii) Alternate II (Oct 2001) of 52.219-9.
[]	(iv) Alternate III (JUL 2010) of 52.219-9.
[]	(15) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
[]	(16) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
[] 637(d)(4	(17) 52.219-16, Liquidated DamagesSubcontracting Plan (Jan 1999) (15 U.S.C. P)(F)(i)).
	(18)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business is (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in)
[]	(ii) Alternate I (June 2003) of 52.219-23.
	(19) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and ag (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
	(20) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (20) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
[] 2011) (1	(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 5 U.S.C. 657f).

- [X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).
- [] (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).
- [] (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).
 - [X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [] (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
 - [] (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
 - [] (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - [X] (29) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
 - [] (30) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - [X] (31) 52,222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [] (33) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [] (34)(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.)
- [] (35) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- [] (36)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - [] (ii) Alternate I (DEC 2007) of 52.223-16.
- [X] (37) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
 - [] (38) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

- [] (39)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
 - [] (ii) Alternate I (Jan 2004) of 52.225-3.
 - [] (iii) Alternate II (Jan 2004) of 52.225-3.
 - [] (40) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [X] (41) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (42) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- [] (43) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- [] (44) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (45) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [] (46) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- [X] (47) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - [] (48) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
 - [] (49) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- [] (50)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - [] (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- [] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

- [] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- [] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- [] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)
 - [X] (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

- (ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) [Reserved]
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
 - (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
 - Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).
 - (xii) 52.222-54, Employee Eligibility Verification (JAN 2009)
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (c) of FAR clause 52.226-6.
- (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

A.6 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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 Days days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1 year.

(End of Clause)

A.7 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR	Chapter 1)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	JUN 2008
	PURCHASES	
52.233-1	DISPUTES	JUL 2002
	ALTERNATE I (DEC 1991)	
852.203-70	COMMERCIAL ADVERTISING	JAN 2008

A.8 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Illinois. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)
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